

CITY COUNCIL

AGENDA

ROLL CALL:

<u>Mayor/Chairman/President</u>: Erik Lutz <u>Mayor Pro Tempore/Vice Chairman/Vice President</u>: Andrew C. Lara <u>Councilmembers/Directors/Commissioners</u>: Gustavo V. Camacho John R. Garcia Dr. Monica Sanchez

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)

Tuesday, December 12, 2023

Regular Meeting 6:00 p.m. **Council Chamber** 6615 Passons Boulevard Next Resolution No. 7304 Next Ordinance No. 1180 Next Agreement No. 23-2264 Successor Agency to PRRA Next Resolution No. SA-23-29 Next Ordinance No. SA-01 Next Agreement No. S23-006 Housing Assistance Agency Next Resolution No. HA-108 Next Ordinance No. HA-16 Water Authority Next Resolution No. 23-37 Next Ordinance No. 23-01 Next Agreement No. 23-76 Public Financing Authority Next Resolution No. PFA-23-13

COMMISSIONERS SCHEDULED TO BE PRESENT:

Robert Martinez, Planning Commission Daniel Garcia, Veterans Commission

INVOCATION:

PLEDGE OF ALLEGIANCE:

PLEASE TURN OFF OR SILENCE CELL 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 FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

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.

CONSENT CALENDAR:

City Council:

- 1. Minutes:
 - City Council regular meeting November 14, 2023 **Recommendation**: Approve
- 2. 8th Warrant Register of the 2023-2024 Fiscal Year. (700) Check Numbers: 293162-293343 Special Check Numbers: 12910; 12952, and 12953 Recommendation: Approve
- 3. Second Reading Adoption of Ordinance No. 1177 Amending the Pico Rivera Municipal Code, Adding Chapter 9.52 – Social Host Liability. (700) Recommendation:
 - 1. Adopt Ordinance No. 1177 to establish a Social Host Liability Ordinance.

Ordinance No. _____ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADDING CHAPTER 9.52 OF TITLE 9 OF THE PICO RIVERA MUNICIPAL CODE TO ENACT A SOCIAL HOST ORDINANCE REGULATING LOUD AND UNRULY GATHERINGS (SECOND READING AND ADOPTION)

4. Second Reading – Adoption of Ordinance No. 1178 Amending Article I of Chapter 8.16 Nuisance Abatement and Administrative Citations of the Pico Rivera Municipal Code. (200)

Recommendation:

1. Adopt Ordinance No. 1178 amending Chapter 8.16 Nuisance and Abatement and Administrative Citations of the Pico Rivera Municipal Code.

Ordinance No. _____ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 8.16 OF TITLE 8 OF THE PICO RIVERA MUNICIPAL CODE TO INCLUDE PROPERTY MAINTENANCE PROVISIONS (SECOND READING AND ADOPTION)

- 5. Second Reading Adoption of Ordinance No. 1179 Amending Chapter 3.20 (Purchasing) of the Pico Rivera Municipal Code. (700) Recommendation:
 - 1. Adopt Ordinance No. 1179 amending Chapter 3.20 Nuisance and Abatement and Administrative Citations of the Pico Rivera Municipal Code.

Ordinance No. _____ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 3.20 (PURCHASING) OF THE PICO RIVERA MUNICIPAL CODE (SECOND READING AND ADOPTION)

- 6. Appointments for All Commissions for the 2024-2025 Term. (300) Recommendation:
 - 1. Approve resolutions ratifying City Council appointments to the Planning Commission, Parks and Recreation Commission, Sister City Commission and Veterans Commission.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTORS: ROBERT MARTINEZ, ARIC MARTINEZ, YARISMA ROCHA, TOMMY ELISALDEZ, AND ESTHER CELIZ TO THE PLANNING COMMISSION FOR A TWO-YEAR TERM SAID TO EXPIRE DECEMBER 2025

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTORS: MARICELA LIZARRAGA, ROCIO ESTRADA, KIMBERLY M. GARCIA, PATRICIA A. SAUCEDO, AND GLORIA AGUIRRE TO THE PARKS AND RECREATION COMMISSION FOR A TWO-YEAR TERM SAID TO EXPIRE DECEMBER 2025

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTORS: ANA ROSA ASCENCIO, BOB PEREZ; ALDO MACIAS ARELLANO; AND IRMA ACOSTA TIRADO TO THE SISTER CITY COMMISSION FOR TWO-TERM SAID TO EXPIRE DECEMBER 2025

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING

CITY ELECTORS: GIL PEREZ, MARIA ELENA GARCIA, DANIEL GARCIA, PAUL CAMACHO AND BOBBIE TANNER TO THE VETERANS COMMISSION FOR A TWO-YEAR TERM SAID TO EXPIRE DECEMBER 2025

- 7. Approve a Resolution Establishing a Job Classification for the Full-Time Water Treatment Supervisor and Water Distribution Supervisor. (200) Recommendation:
 - 1. Approve a resolution establishing job classifications for the Water Treatment Supervisor and Water Distribution Supervisor.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ESTABLISHING THE JOB DESCRIPTIONS FOR WATER TREATMENT SUPERVISOR AND WATER DISTRIBUTION SUPERVISOR

8. Authorizing Application Submittals for the Beverage Container Recycling Payment Program from the California Department of Resources Recycling and Recovery. (700)

Recommendation:

- 1. Approve a resolution authorizing the City of Pico Rivera (City) to submit applications for funding under the California Department of Resources Recycling and Recovery (CalRecycle) Beverage Container Recycling Program; and
- 2. Authorize the City Manager or his designee to execute all program-related documents and administer funding if the City's application is selected for CalRecycle's Beverage Container Recycling Program.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING SUBMISSION OF AN APPLICATION FOR CALRECYCLE BEVERAGE CONTAINER RECYCLING PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS FOR WHICH THE CITY OF PICO RIVERA IS ELIGIBLE

- 9. Amendment No. 1 to Agreement No. 23-2172 with PM Law Enforcement Consulting Services for Public Safety Coordinator Consulting Services.(500) Recommendation:
 - 1. Approve Amendment No. 1 to Agreement No. 23-2172, in a form approved by the City Attorney, for Public Safety Coordinator consulting services extending the agreement for an additional 12-month period from January 1, 2024 through December 31, 2024, at a new not-to-exceed amount of \$110,000.

Agreement No. <u>23-2172-1</u>

10.Approve Amendment No. 1 with ECS Imaging, Inc. for Electronic Document
Management Software and Services.(500)Recommendation:

- Approve Amendment No. 1 to Professional Services Agreement No. 22-2132 with ECS Imaging, Inc. (ECS), to amend the agreement in the amount of \$88,077, bringing the not-to-exceed agreement amount to \$259,632, in the next four (4) years, for the Laserfiche electronic document management software and services; and
- 2. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 22-2132 in a form approved by the City Attorney.

Agreement No. <u>22-2132-1</u>

- 11. Amendment No. 6 to Agreement No. 21-1994 with Willdan Engineering, Inc. for Building Inspection and Code Enforcement Services. (500) Recommendation:
 - 1. Approve Amendment No. 6 to Agreement No. 21-1994 with Willdan Engineering, Inc. for an additional year in the amount of \$280,000 for a total not-to-exceed amount of \$688,000 to provide Building Inspection and Code Enforcement Services.

Agreement No. <u>21-1994-6</u>

- 12. Award an Agreement to CliftonLarsonAllen, LLP for Required Professional Financial Auditing and Related Services. (500) Recommendation:
 - Award a Professional Services Agreement in a form approved by the City Attorney to CliftonLarsonAllen, LLP (CLA) for independent financial auditing and related services, in the amount not-to-exceed \$266,406 over three (3) years, with two (2) one-year extensions of \$89,093 and \$93,613 in years four (4) and five (5) at the City Manager's discretion; and
 - 2. Authorize the City Manager or his designee to approve change orders in an amount not-to-exceed 15% of the total agreement amount, as needed for unforeseen services.

Agreement No.

- 13.Approve Amendment No. 3 to Agreement No. 18-1845 with Diegos Auto
Repair Inc. on a Month-to-Month Basis for Six (6) Months.(500)Recommendation:
 - 1. Approve Amendment No. 3 to Agreement No.18-1845 with Diego's Auto Repair Inc. in the amount not-to-exceed \$30,000 for vehicle maintenance and repair services on a month-to-month basis for a maximum of six (6) months; and
 - 2. Authorize the City Manager to execute the amendment in a form approved by the City Attorney.

Agreement No. <u>18-1845-3</u>

14. Approve an Agreement with Troon Golf Management for Golf Course
Management Services.(500)Recommendation:

- 1. Approve an agreement with Troon Golf Management, in a form approved by the City Attorney, for five (5) years, with two (2) possible two-year renewals for the Pico Rivera Golf Course management services;
- 2. Approve additional appropriations of \$26,125 to the Golf Course Fund Account No. 570.16.1620-56200 (Management Fee) for the remaining five months of the fiscal year (FY) 2023-24;
- 3. Approve an annual management contingency fee of up to \$5,986, not exceeding 5% of the total management fee; and
- 4. Authorize the City Manager to take all necessary and reasonable steps to execute the agreement on behalf of the City.

Agreement No. _____

- 15. Approve an Agreement with Liberty Utilities to Lease 500-Acre Feet of Water Rights Annually for Three (3) Years. (500) Recommendation:
 - 1. Approve a Groundwater Pumping Water Rights License and Agreement, with "flex rights" (transfers both the pumping rights and associated carryover rights to the lessee) with Liberty Utilities, to lease 500 acre-fee of unused water rights from fiscal years 2023-2026 Allowable Pumping Allocation;
 - 2. Increase the budget for Pico Rivera Water Authority (PRWA) Fund revenue (Account No. 550.00.0000-43250) by \$42,500 for fiscal year 2023-2024; and
 - 3. Authorize the City Manager to execute a lease agreement in a form approved by the City Attorney.

Agreement No.

- 16. Approve a Memorandum of Understanding with Los Angeles County Metropolitan Transportation Authority for the Washington Boulevard Bridge Reconstruction Project, CIP No. 21285. (500) Recommendation:
 - Approve a Memorandum of Understanding with Los Angeles County Metropolitan Transportation Authority, in a form approved by the City Attorney, in the amount of \$3,739,267 in Metro's Measure M Multi-Year Subregional Program -I-605 Corridor Hot Spot Interchange Improvements Multi-Modal Program for the Washington Boulevard Bridge Reconstruction Project, CIP No. 21285;
 - Accept grant funds in the amount of \$3,739,267 from the Metro Measure M MSP Funds;
 - Amend the fiscal year (FY) 2023-24 Adopted Budget by increasing \$527,767 in Revenue Account No. 208.00.0000-45776-CIP.21285 (Measure M Fund – Grant Program); and
 - Amend the FY 2024-25 approved budget by increasing \$11,500 in Revenue Account No. 208.00.0000-45776-CIP.21285 (Measure M Fund – Grant Program), as an estimated amount of \$3,200,000 had been initially budgeted.

17. Citywide Resurfacing - Overlay and Reconstruction Project (CIP No. 50048 -Notice of Completion. (500)

Recommendation:

- 1. Accept the work as completed for the Citywide Resurfacing Overlay and Reconstruction Project (CIP No. 50048) constructed by R.J. Noble Company and authorize the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder; and
- 2. Authorize the City Manager or his designee to release the retention payment to R.J. Noble Company following the mandatory waiting period from the date the Notice of Completion is recorded.

18. ADA City Hall/City Hall West Project (CIP Nos. 50035 and 50073) – Notice of Completion. (500)

Recommendation:

- 1. Accept the work as completed for the ADA City Hall/City Hall West Project, (CIP Nos. 50035 and 50073) constructed by Empire Design & Build LLC and authorize the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder; and
- 2. Authorize the City Manager or his designee to release the retention payment to Empire following the mandatory waiting period from the date the Notice of Completion is recorded.

19. Citywide Resurfacing - Slurry and Cape Seal (CIP No. 50067) – Notice of Completion. (500)

Recommendation:

- 1. Accept the work as completed for the Citywide Resurfacing Slurry and Cape Seal (CIP No. 50067) constructed by All American Asphalt and authorize the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder; and
- 2. Authorize the City Manager or his designee to release the retention payment to All American Asphalt following the mandatory waiting period from the date the Notice of Completion is recorded.

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION

REGULAR AGENDA:

City Council:

20. First Reading – Ordinance Amending Chapter 2.08 of the Pico Rivera Municipal Code Relating to the City Council Compensation Pursuant to SB 329. (100)

Recommendation:

1. Introduce and waive the first reading of an ordinance approving the findings contained therein, which demonstrate the need for an increase in the City Council compensation.

Ordinance No. _____ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADJUSTING THE

COMPENSATION OF THE MEMBERS OF THE CITY COUNCIL PURSUANT TO AND CONSISTENT WITH SENATE BILL 329 (FIRST READING AND INTRODUCTION)

21. City Council Reorganization:

- a. City Clerk calls for nominations for the Office of Mayor of Pico Rivera
- b. Mayor calls for nominations for the Office of Mayor Pro Tempore of Pico Rivera
- c. Comments from Mayor
- d. Comments from Mayor Pro Tempore
- e. Comments from City Council Members

CITY MANAGER/STAFF REPORTS

GOOD OF THE ORDER (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS)

CLOSED SESSION: None

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Cynthia Ayala, 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 <u>www.pico-rivera.org</u>, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 7th, day of December 2023.

Dated this 7th, day of December 2023.

dyale

Cynthia Ayala, 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.

MINUTES



Tuesday, November 14, 2023

A Regular Meeting of the City Council and Successor Agency to the Pico Rivera Redevelopment Agency was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor/Chairman Lutz called the regular meeting to order at 6:01 p.m. on behalf of the City Council and the Successor Agency.

PRESENT: Camacho, Garcia, Lara, Sanchez, Lutz **ABSENT:** None

COMMISSIONERS PRESENT:

• Robert Martinez, Planning Commission

INVOCATION: Delivered by Mayor Pro Tem/Vice Chairman Lara

PLEDGE OF ALLEGIANCE: Led by Commissioner Martinez

SPECIAL PRESENTATION(S):

- Certificate of Recognitions were presented to two (2) Community Backpack Giveaway Donators: Jessica Barrera and Cynthia Torres on behalf Martha Luna
- Presentation Microenterprise Home Kitchen Operation Update

Community and Economic Development Department Deputy Director Gonzalez provided a brief presentation on the Microenterprise Home Kitchen Operations (MEHKO) Program. The presentation covered the forthcoming ordinance for Los Angeles County including a list of jurisdictions that permit the MEHKO program, the program's rules and regulations, and the benefits it offers as described by Los Angeles County.

City Council suggested adding ADA compliance requirements for MEHKO's; and expressed their concerns regarding the program and the food grading exemption, parking monitoring concerns, food handling and requested that staff include the recommendations and concerns in the letter to the Los Angeles County Board of Supervisors for the upcoming ordinance approval.

Mayor Pro Tem Lara recommended that staff consider the creation of a City ordinance regarding the MEHKO program for additional guidelines and protections, seconded by Mayor Lutz.

PUBLIC HEARING:

City Council:

1. Public Hearing – Resolution Amending the Schedule of User Fees for Fiscal Year 2023-24. (700)

Mayor Lutz opened the public hearing and noted that there were no oral or written communications to provide public testimony.

Mayor Lutz closed the public hearing.

Motion by Councilmember Garcia, seconded by Mayor Pro Tem Lara to approve Resolution No. 7300 rescinding Resolution No. 7177 and amending the User Fee Schedule for fiscal year 2023-24. Motion carries by the following roll call vote:

AYES:Camacho, Garcia, Lara, Sanchez, LutzNOES:None

2. Public Hearing – An Ordinance Amending the Pico Rivera Municipal Code, Adding Chapter 9.52 – Social Host Liability. (1000)

Mayor Lutz opened the public hearing and noted that there were no oral and written communications to provide public testimony.

City Council discussed violation fines, and fine comparison with surrounding municipalities.

Mayor Lutz requested to amend the Ordinance to increase the violation fines as follows, seconded by Councilmember Dr. Sanchez.

- (a) A first violation of this section shall be punishable by a \$3,000 fine.
- (b) A second violation within a 12-month period shall be punishable by a \$5,000 fine.
- (c) A third violation within a 12-month period shall be punishable by a \$5,000 fine.

Mayor Lutz closed the public hearing.

Motion by Councilmember Dr. Sanchez, seconded by Councilmember Garcia to introduce and waive the first reading of Ordinance No. 1177 establishing a Social Host Liability Ordinance to include the updated violation fee amounts as amended by Mayor Lutz. Motion carries by the following roll call vote:

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

PUBLIC COMMENTS:

Lauren Victoria Ruiz:

• Addressed the City Council regarding humanitarian concerns and the Israel and Palestinian/Hamas War.

Lauren Talbott, Pico Rivera Library Manager:

• Addressed the City Council regarding library updates and upcoming events for the month of November including library closures due to the holidays.

CONSENT CALENDAR ITEMS:

City Council:

- Minutes:
 Approved City Council regular meeting of October 24, 2023
- 4. Approved 7th Warrant Register of the 2023-2024 Fiscal Year. (700) Check Numbers: 292929-293161 Special Check Numbers: 12704
- 5. Resolution Authorizing a Rivers and Mountains Conservancy Grant Application Submission. (700)
 - Approved Resolution No. 7301 authorizing the submittal of a grant application to the Proposition 1 Water Bond of 2014 Lower Los Angeles River Grant Program for the Los Paseos of Historic Whittier Boulevard Project;
 - 2. Authorized the City Manager or his designee to accept and execute all grant related documents and administer the grant.

Resolution No. <u>7301</u> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING THE APPLICATION SUBMITTAL FOR GRANT FUNDS FOR THE CALIFORNIA WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014 (PROPOSITION 1) – LOWER LA RIVER, FOR THE LOS PASEOS OF HISTORIC WHITTIER BOULEVARD PROJECT (PASEOS PROJECT)

6. Approve a Resolution Adopting a Job Description and Salary Schedule for the Full-Time Senior Information Technology Manager. (200)

1. Approved Resolution No. 7302 and adopted a job description and salary schedule for a full-time Senior Information Technology Manager position.

Resolution No. <u>7302</u> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ESTABLISHING THE JOB CLASSIFICATION AND SALARY SCHEDULE FOR THE POSITION OF SENIOR INFORMATION TECHNOLOGY MANAGER

7. Sister City Commission Appointment.

1. Approved Resolution No. 7303 approving Councilmember Garcia's appointment to the Sister City Commission.

Resolution No. <u>7303</u> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTOR: FERNANDO LOPEZ TO THE SISTER CITY COMMISSION FOR A TWO-YEAR TERM SAID TO EXPIRE DECEMBER 2025

- 8. Approve Amendment No. 1 to Professional Services Agreement No. 22-2130 with Moore Iacofano Goltsman, Inc. for the Pico Rivera – Major Corridors Median and Parkway Beautification Project, CIP No. 50075. (500)
 - 1. Approved Amendment No. 1 to Moore Iacofano Goltsman, Inc.'s Professional Services Agreement No. 22-2130, for a not-to-exceed amount of \$17,367; and
 - 2. Authorized the City Manager to execute the amendment in a form approved by the City Attorney.

Agreement No. <u>22-2130-1</u>

- 9. Approve Amendment No. 1 to Professional Services Agreement No. 22-2131 with Moore Iacofano Goltsman, Inc. for the Rosemead Boulevard Median and Parkway Beautification Project, CIP No. 50076. (500)
 - 1. Approved Amendment No. 1 to Moore Iacofano Goltsman, Inc.'s Professional Services Agreement No. 22-2131, for a not-to-exceed amount of \$10,290; and
 - 2. Authorized the City Manager to execute the amendment in a form approved by the City Attorney.

Agreement No. <u>22-2131-1</u>

- 10. Approve an Agreement with Unifirst Corporation to Provide Uniform Rental Services for the Public Works Department. (500)
 - 1. Approved a four (4) year agreement to Unifirst Corporation in an amount not-to-exceed \$78,600, in a form approved by the City Attorney, which includes an annual amount of \$18,200, to provide uniform rental services; and
 - 2. Authorized the Public Works Director to approve change orders in an amount not-to-exceed 5% of the total agreement amount, as needed up to \$5,000 for unforeseen expenses.

Agreement No. <u>23-2252</u>

- 11. Award an Agreement for Dial-a-Cab Operation and Maintenance Services and Paratransit Program. (500)
 - 1. Awarded an agreement to Fiesta Taxi Cooperative, Inc. for Dial-a-Cab Operation and Maintenance Paratransit Program for a total of three (3)

years in an amount not-to-exceed \$250,000 per contract year, with an option to extend two (2) additional years; and

2. Authorized the City Manager to sign and execute the agreement with Fiesta Taxi Cooperative, Inc. in a form approved by the City Attorney.

Agreement No. 23-2253

12. Traffic Signal Improvements Project (CIP No. 21353), Federal Project No. HSIPL-5351(035) – Notice of Completion. (500)

- 1. Accepted the work as completed for the Traffic Signal Improvements Project, HSIPL-5351(035) (CIP No. 21353), constructed by Baker Electric, Inc. and authorized the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder;
- Awarded a Professional Services Agreement to continue the scope of work under expired Agreement No. 21-2020, in the amount not-to-exceed \$165,197 to FCG Consultants, Inc. for construction management and inspection services for the project and authorized the City Manager to execute the agreement in a form approved by the City Attorney;
- 3. Transferred \$80,000 from Account No. 206.70.7300.54500-21348 to Account No. 206.70.7300.54500-21353; and
- 4. Authorized the City Manager to release the retention and all other monies due in accordance with the statutory waiting period upon recordation of the Notice of Completion.

Agreement No. 23-2254

13. Fiscal Year 2023-24 – First Quarter Budget Report as of September 30, 2023. (700)

- 1. Received and filed the fiscal year (FY) 2023-24 First Quarter Budget Report as of September 30, 2023, which represents the balances and activity for the first quarter (July through September) of the 2023-24 FY; and
- 2. Approved a Personnel Adjustment amending the FY 2023-24 Authorized Positions.

14. Treasurer's Monthly Investment Transaction Report as of October 31, 2023.

(700)

- 1. Received and filed the Treasurer's Monthly Investment Transaction Report as of October 31, 2023.
- 15. Whittier Boulevard Overlay Project (CIP No. 21346) STPL-5351(033); and Whittier Boulevard Landscape Median Improvements Project (CIP No. 30050) – Notice of Completion. (500)
 - 1. Accepted the work as completed for the Whittier Boulevard Overlay Project, (CIP No. 21346), STPL-5351(033); and Whittier Boulevard Landscape Median Improvements Project (CIP No. 30050) constructed by C.S. Legacy Construction, Inc. and authorized the City Clerk to file the

Notice of Completion with the Los Angeles County Registrar-Recorder; and

2. Authorized the City Manager to release the retention payment to C.S. Legacy Construction, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded.

16. Vehicle Replacement – Purchases of Three (3) 2024 Toyota RAV4 Vehicles for Parking Enforcement. (700)

- 1. Authorized the purchase of three (3) 2024 Toyota RAV4 LE, Front Wheel Drive, 3-Speed automatic transmission, in the aggregate amount of \$100,027 from Toyota of Whittier; and
- 2. Authorized the City Manager to execute all documents related to the purchase of the recommended vehicles.

Successor Agency:

17. Minutes:

- Received and filed Successor Agency to the Pico Rivera Redevelopment Agency special meeting of August 1, 2023
- 18. Approval of the 2024-25 Recognized Obligation Payment Schedule (ROPS) and Corresponding Administrative Budget. (700)
 - Approved Resolution No. SA-23-28 of the Successor Agency to the Pico Rivera Redevelopment Agency (Successor Agency) approving the Recognized Obligation Payment Schedule (ROPS) for the period of July 1, 2024 – June 30, 2025 and approving of the Successor Agency Administrative Budget for the fiscal year 2024-25.

Resolution No. <u>SA-23-28</u> A RESOLUTION OF THE SUCCESSOR AGENCY TO THE PICO RIVERA REDEVELOPMENT AGENCY, ESTABLISHING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 2024-25 FOR JULY 1, 2024 THROUGH JUNE 30, 2025, APPROVING THE EXPENDITURE OF RESERVE AND OTHER FUNDS, APPROVING THE RESERVE OF FUNDS, AND APPROVING THE ADMINISTRATIVE BUDGET FOR THE FISCAL YEAR 2024-25

Councilmember/Director Camacho recused himself and did not participate in the vote of Consent Calendar Item No. 11 *Agreement with Dial-a-Cab Operation and Maintenance Services* due to campaign contribution disclosure.

Motion by Councilmember/Director Garcia, seconded by Councilmember/Director Dr. Sanchez to approve Consent Calendar Item Nos. 3 through 18. Motion carries by the following roll call vote:

AYES:Camacho, Garcia, Lara, Sanchez, LutzNOES:NoneRECUSED:Camacho (Item No. 11)

CONSENT CALENDAR ITEMS PULLED FOR FURTHER CLARIFICATION: None

REGULAR AGENDA:

19. An Ordinance Amending Article I of Chapter 88.16 Nuisance Abatement and Administrative Citations of the Pico Rivera Municipal Code. (1000)

Community and Economic Development Planner Franco provided a PowerPoint presentation touching on the background of the ordinance, general plan goals, the intent of the amendment, and property maintenance provisions.

City Council expressed their support for the ordinance.

Motion was made by Councilmember Garcia, seconded by Councilmember Camacho to introduce and waive the first reading of Ordinance No. 1178 amending Chapter 8.16 Nuisance Abatement and Administrative Citations of the Pico Rivera Municipal Code. Motion carries by the following roll call vote:

Ordinance No. <u>1178</u> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 8.16 OF TITLE 8 OF THE PICO RIVERA MUNICIPAL CODE TO INCLUDE PROPERTY MAINTENANCE PROVISIONS (FIRST READING AND INTRODUCTION)

- **AYES**: Camacho, Garcia, Lara, Sanchez, Lutz
- NOES: None

20. An Ordinance Amending Chapter 3.20 (Purchasing) of the Pico Rivera Municipal Code. (700)

Motion was made by Mayor Pro Tem Lara, seconded by Councilmember Garcia to introduce and waive the first reading of Ordinance No. 1179 amending Chapter 3.20 (Purchasing) of the Pico Rivera Municipal Code. Motion carries by the following roll call vote:

Ordinance No. <u>1179</u> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 3.20 (PURCHASING) OF THE PICO RIVERA MUNICIPAL CODE (**FIRST READING AND INTRODUCTION**)

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

CITY MANAGER/STAFF REPORTS: None

GOOD OF THE ORDER (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS): Councilmember Garcia commented on the Re-Grand Opening for Clearman's Steak n Stein Restaurant and La Mano Tortilleria; the Go-Getters Championship game; the City's Halloween Bingo event at the Senior Center; the Pico Rivera Youth Ambassador *Lets Think, Talk & Eat Tacos* event; and a Domestic Violence Workshop held at the Pico Rivera Golf Course hosted by the Women and Crisis Center of Whittier.

Councilmember Dr. Sanchez commented on the United States Marine Corp 248th Birthday Celebration held at the Veterans of Foreign Wars Post 7737 and a Breakfast Fundraiser hosted by the Women's Auxillary held at the American Legion Post 411. She requested an update on the Marine Corp property and inquired about the City Hall Council Chambers availability for the Montebello Unified School District Student Government Leadership Day on May 2, 2024.

Councilmember Camacho commented on a meet-and-greet with the Governor of Zacatecas, David Monreal during his recent trip to Los Angeles and highlighted the Pico Rivera Dons Jr. Pee Wee upcoming Championship game.

Mayor Pro Tem Lara requested an update on the Mines Avenue project. City Manager Carmona responded that the construction is currently taking place on the northside of Mines Avenue, once this phase is complete the construction will shift to the southside of Mines Avenue. He further emphasized that local residents will be notified with a project update.

City Council commented on the Halloween Spooktacular event and the Veterans Day Ceremony and wished everyone a Happy Thanksgiving Holiday.

Mayor Lutz reported on his attendance at the California Delegation of Mayors trip to China to promote local trade and commented on the recent Grand Opening ceremonies and the upcoming Mayor's State of the City Luncheon Address on December 6, 2023.

CLOSED SESSION(S): None

ADJOURNMENT:

Mayor/Chairman Lutz adjourned the City Council and Successor Agency meeting at 7:28 p.m. in memory of Pico Boys former board member, Anthony Garcia and resident Lourdes Abad. There being no objection it was so ordered.

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

ATTEST:

Cynthia Ayala, CMC, City Clerk/Authority Secretary

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated November 14, 2023 and approved by the City Council on December 12, 2023.

Cynthia Ayala, CMC, City Clerk/Authority Secretary



8th WARRANT REGISTER OF THE 2023 - 2024 FISCAL YEAR

MEETING DATE: 12/12/2023

	CHECK DATE	STARTING	ENDING	AMOUNT
CHECK NUMBERS:	11/03/23-11/30/23	293162	293343	\$ 2,335,900.67
ACH NUMBERS:	11/03/23-11/30/23	12834	12955	\$ 5,816,688.29

SPECIAL CHECKS/EFT: 12910, 12952, 12953

VOIDED CHECKS: 293310, 293341

PRE-NOTE

TOTAL REGISTER AMOUNT:\$ 8,152,588.96

AP Warrant Register

From Payment Date: 11/3/2023 - To Payment Date: 11/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
CBC GenOpe	e - CBC General Operating				
<u>Check</u>					
293162	11/08/2023		Accounts Payable	AM-TEC TOTAL SECURITY INC	\$245.00
	Invoice	Description		Amou	nt
	630386	CAMERA REPAIR, RIO F	IONDO PARK	\$245.	00
293163	11/08/2023		Accounts Payable	Ansafone Contact Center, Labell Exchange & BTE Com	\$147.55
	Invoice	Description		Amou	nt
	231106069101	PW AFTER HOURS ANS	WERING SVCS OCTOBER 2023	\$147.	55
293164	11/08/2023		Accounts Payable	Bay Area Driving School, Inc.	\$385.00
	Invoice	Description		Amou	nt
	145189	ONLINE DRIVER'S ED F	OR 09/01/23-10/31/23	\$385.	00
293165	11/08/2023		Accounts Payable	CINTAS CORP.	\$1,076.33
	Invoice	Description		Amou	nt
	8406510658	REPLENISH AND SERVI	CE FIRST AID KITS AND AED GOLF COURSE	\$600.	43
	8406510659	REPLENISH AND SERVI	CE FIRST AID KITS AND AED	\$475.	90
293166	11/08/2023		Accounts Payable	City of Whittier	\$14,920.00
	Invoice	Description		Amou	nt
	802000871	SHARED COST FOR VM	A CONTRACT FOR THE WASHINGTON COAL	TION \$14,920.	00

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transaction Amount
293167	11/08/2023		Accounts Payable	CivicWell		\$5,863.78
	Invoice	Description			Amount	
	107462	PROFESSIONAL SERVICES 0	9/01/23-09/30/2023, WHITTIER BL	SPECIFIC	\$3,049.78	
	107455	PROFESSIONAL SERVICES 0	9/01/23-09/30/2023, WHITTIER BL	CALTRANS	\$2,814.00	
293168	11/08/2023		Accounts Payable	Coastal Occupational Medical G	roup	\$1,200.00
	Invoice	Description			Amount	
	1456-78477	PRE-EMPLOYMENT PHYSICA	LS		\$390.00	
	1456-79105	PRE-EMPLOYMENT PHYSICA	LS		\$810.00	
293169	11/08/2023		Accounts Payable	CPACINC.COM		\$11,284.32
	Invoice	Description			Amount	
	SI-1297639	APPLE MAC STUDIO M1M			\$5,730.80	
	SI-1297510	APPLE MAC STUDIO M1U			\$5,553.52	
293170	11/08/2023		Accounts Payable	Crafco, Inc.		\$1,886.59
	Invoice	Description			Amount	
	9403059220	COLD PATCH ASPHALT			\$1,886.59	
293171	11/08/2023		Accounts Payable	DAHLIN GROUP, INC		\$189,214.00
	Invoice	Description			Amount	
	2309-160	PROFESSIONAL SVCS THRU	09/30/23, SMITH PARK AQUATIC		\$189,214.00	

AP Warrant Register

From Payment Date: 11/3/2023 - To Payment Date: 11/30/2023

Number	Date	Description	Source	Payee Name		Transactior Amoun
293172	11/08/2023		Accounts Payable	El Camino Mexican Grill- Alma Villanueva		\$5,995.0
	Invoice	Description		,	Amount	
	11-CPR204	VETERAN'S DAY CERE	MONY BREAKFAST 11/13/23	\$5	,995.00	
293173	11/08/2023		Accounts Payable	GoTo Communications, Inc.		\$2,897.59
	Invoice	Description		,	Amount	
	IN7102415495	TELECOMMUNICATION	S SERVICES VOIP NOVEMBER 2023	\$2	,897.59	
293174	11/08/2023		Accounts Payable	Jas Pacific, Inc.		\$100.00
	Invoice	Description		,	Amount	
	PC6746-B	PLAN CHECK SVCS FO	R CITY HALL ADA PROJECT JULY 2023	ş	6100.00	
293175	11/08/2023		Accounts Payable	Joe Espinosa		\$1,176.00
	Invoice	Description			Amount	
	23	SENIOR CENTER DJ EN	ITERTAINMENT 10/31/23	\$1	,176.00	
293176	11/08/2023		Accounts Payable	JUAREZ NUNEZ, GUADALUPE		\$50.00
	Invoice	Description		,	Amount	
	145159	REFUND FOR CANCELI	ED ZUMBA CLASS		\$50.00	
293177	11/08/2023		Accounts Payable	L.A. County Metropolitan Trans Authority (TA	P)	\$117.12
	Invoice	Description		,	Amount	
	6020857	METRO 30 DAY SENIOF	R PASS	9	6117.12	

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transactior Amoun
293178	11/08/2023		Accounts Payable	LEAF CAPITAL FUNDING LLC		\$612.10
	Invoice	Description			Amount	
	15560993	Lease of Konica Minolta (C4070 Copier FY 23-24		\$612.10	
293179	11/08/2023		Accounts Payable	Liberty Paper (DD Office Products)		\$4,961.25
	Invoice	Description			Amount	
	318564	CITYWIDE COPY PAPE	R FY 23/24	5	\$4,961.25	
293180	11/08/2023		Accounts Payable	Lino Vallejo		\$140.00
	Invoice	Description			Amount	
	300012487	REIMBURSEMENT FOR	CAPPO MEMBERSHIP		\$140.00	
293181	11/08/2023		Accounts Payable	LOPEZ, MARIA, REBECCA		\$10.00
	Invoice	Description			Amount	
	145267	REFUND FOR THANKS	GIVING LUNCHEON		\$10.00	
293182	11/08/2023		Accounts Payable	Minuteman Press		\$137.28
	Invoice	Description			Amount	
	69280	VARIOUS MAILERS/POS	STCARDS FOR PRIME-WEEKLY ENROL	LMENT NOTICES	\$137.28	
293183	11/08/2023		Accounts Payable	Moore Iacofano & Goltsman Inc		\$18,905.67
	Invoice	Description			Amount	

AP Warrant Register

Transactio Amou	Payee Name	Source	Description	Date	lumber
	\$9,181.32	DIAN & PKWY BEAUTIFULICATION	PROF SVCS 08/01/23-09/30/23, MEI	0083377	
	\$9,724.35	JOR CORRIDORS MEDIAN & PKWY	PROF SVCS 08/01/23-09/30/23, MA	0083378	
\$1,687.	Nancy Matthews	Accounts Payable		11/08/2023	93184
	Amount		Description	Invoice	
	\$1,687.50	RITING VARIOUS PROJECT	PROFESSIONAL SVCS, GRANT WE	103123MULTIGRANT	
\$138.	Pacific Telemanagement Services (PTS)	Accounts Payable		11/08/2023	93185
	Amount		Description	Invoice	
	\$138.00	& PUBLIC LIBRARY NOVEMBER 2023	PAY PHONES FOR PR CITY HALL &	2113801	
\$14,344.8	Pico Water District	Accounts Payable		11/08/2023	93186
	Amount		Description	Invoice	
	\$3,926.80		UTILITIES FOR SEPTEMBER 2023	2023SEPTPICOWTRA	
	\$10,384.97		UTILITIES FOR SEPTEMBER 2023	2023SEPTPICOWTRB	
	\$33.06		UTILITIES FOR SEPTEMBER 2023	2023SEPTPICOWTRC	
\$5,000.	PM Law Enforcement Services, LLC	Accounts Payable		11/08/2023	93187
	Amount		Description	Invoice	
	\$5,000.00	BER 2023	LAW ENFORCEMENT SVCS OCTO	23-008	
\$387.4	Specialized Elevator Corporation	Accounts Payable		11/08/2023	93188
	Amount		Description	Invoice	

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transaction Amount
	59265	ELEVATOR MAINTENAN	CE, JULY 2023		\$387.46	
293189	11/08/2023		Accounts Payable	Swank Motion Pictures Inc		\$176.75
	Invoice	Description			Amount	
	RG 3501768	SENIOR CENTER MOVI	ES LICENSE FEE, 11/09/23		\$176.75	
293190	11/08/2023		Accounts Payable	Tetra Tech, Inc		\$22,454.25
	Invoice	Description			Amount	
	52145008	PROFESSIONAL SVCS	THRU 09/29/23, PR WM REPLACEMENT	PROJECT	\$22,454.25	
293191	11/08/2023		Accounts Payable	TKM ENGINEERING		\$4,095.00
	Invoice	Description			Amount	
	1230	INITIAL TEAM MEETING			\$390.00	
	1232	PROFESSIONAL SVCS	0/02/23-10/31/23		\$3,705.00	
293192	11/08/2023		Accounts Payable	TRUSAIC		\$1,818.00
	Invoice	Description			Amount	
	CINV-032328	2023 ACA NOVEMBER F	AYMENT		\$1,818.00	
293193	11/08/2023		Accounts Payable	W. A. Rasic Construction Company	y, Inc	\$20,821.72
	Invoice	Description			Amount	
	344677	ON-CALL EMERGENCY	WEEK, PONOCO CT		\$20,821.72	

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transaction Amount
293194	11/08/2023	· · · · · · · · · · · · · · · · · · ·	Accounts Payable	Walters Wholesale Electric Co		\$1,864.29
	Invoice	Description			Amount	
	S123584378.001	GOLF COURSE SUPPLIES			\$760.13	
	S123579342.001	GOLF COURSE SUPPLIES			\$1,104.16	
293195	11/08/2023		Accounts Payable	Whittier Printing		\$209.95
	Invoice	Description			Amount	
	2825	TABLECLOTH FOR VETERANS	DAY CERMONY		\$209.95	
293196	11/08/2023		Accounts Payable	Zencity Technologies US, Inc.		\$6,750.00
	Invoice	Description			Amount	
	SI236000106	Zencity Essentials			\$6,750.00	
293197	11/09/2023		Accounts Payable	American Heritage Life Insurance Co		\$48.64
	Invoice	Description			Amount	
	M0163615297	SUPPLEMENTAL LIFE INSURA	NCE FOR P/E 10/20/23 & 11/03/23	3	\$48.64	
293198	11/09/2023		Accounts Payable	BMG Money, Inc		\$414.16
	Invoice	Description			Amount	
	110923	EMPLOYEE DEDUCTION FOR	P/E 11/03/23		\$414.16	
293199	11/09/2023		Accounts Payable	Franchise Tax Board		\$50.00
	Invoice	Description			Amount	

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transaction Amount
	110923	EMPLOYEE DEDUCTION	I FOR P/E 11/03/23		\$50.00	
293200	11/09/2023		Accounts Payable	Levying Officer		\$233.39
	Invoice	Description			Amount	
	110923	EMPLOYEE DEDUCTION	I FOR P/E 11/03/23		\$233.39	
293201	11/09/2023		Accounts Payable	NUFIC		\$359.13
	Invoice	Description			Amount	
	110123	SUPPLEMENTAL LIFE IN	ISURANCE FOR NOVEMBER 2023		\$359.13	
293202	11/09/2023		Accounts Payable	SEIU Local 721-COPE		\$72.00
	Invoice	Description			Amount	
	110923	COPES FEES FOR P/E 1	1/03/23		\$72.00	
293203	11/09/2023		Accounts Payable	Standard Insurance Company		\$2,606.56
	Invoice	Description			Amount	
	110123	VISION SERVICES FOR	NOVEMBER 2023		\$2,606.56	
293204	11/09/2023		Accounts Payable	United States Treasury		\$27.16
	Invoice	Description			Amount	
	CP160	TAXES DUE ON FORM 9	41 FOR PE 09/30/2017		\$27.16	
293205	11/09/2023		Accounts Payable	Western Dental Services, Inc.		\$230.87

AP Warrant Register

From Payment Date: 11/3/2023 - To Payment Date: 11/30/2023

		Description	Source	Payee Name		Amount
	Invoice	Description			Amount	
	110123	DENTAL SERVICES (DHM	10) FOR NOVEMBER 2023		\$230.87	
293206	11/15/2023		Accounts Payable	1st Jon Inc		\$136.03
	Invoice	Description			Amount	
1	111609	COMMUNITY GARDENS F	RESTROOM 10/24/23-11/20/23		\$136.03	
293207	11/15/2023		Accounts Payable	Alan's Lawnmower & Garden Center		\$334.05
	Invoice	Description			Amount	
	1196192	SMALL TOOLS & EQUIPM	IENT		\$334.05	
293208	11/15/2023		Accounts Payable	Ansafone Contact Center, Labell Exc	hange & BTE	\$98.02
	Invoice	Description		Com	Amount	
	231106025101	PW AFTER HOURS ANSV	VERING SVCS USAGE 10/23 SVC 11/23		\$98.02	
293209	11/15/2023		Accounts Payable	AT CONSTRUCTION INC.		\$2,700.00
	Invoice	Description			Amount	
	2023-2138	REFUND FOR WASTE MA	ANAGEMENT DEPOSIT 9400 WHITTIER BL	-VD #2023-213	\$2,700.00	
293210	11/15/2023		Accounts Payable	AVENDANO, MARTHA		\$300.00
	Invoice	Description			Amount	
	2023-2113	TEMPORARY USE PERM	IT REFUND #2023-2113		\$300.00	

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transactior Amoun
293211	11/15/2023		Accounts Payable	California Professional Engineeri	ng, Inc	\$70,372.00
	Invoice	Description			Amount	
	PROG PMT RET	PROFESSIONAL SERVICE	ES FROM 08/01/23-08/31/23, TRAFFIC SI	GNAL	\$70,372.00	
293212	11/15/2023		Accounts Payable	CITY OF PARAMOUNT		\$275.35
	Invoice	Description			Amount	
	0005147	REIMBURSEMENT FOR C	ITY MANAGER'S MEETING, 10/12/23		\$275.35	
293213	11/15/2023		Accounts Payable	CliftonLarsonAllen LLP		\$9,000.00
	Invoice	Description			Amount	
	3947684	FY 23-24 Annual Audit Ser	vices		\$9,000.00	
293214	11/15/2023		Accounts Payable	CPACINC.COM		\$2,438.80
	Invoice	Description			Amount	
	SI-1298174	EQUIPMENT FOR IT			\$2,438.80	
293215	11/15/2023		Accounts Payable	DE SOTO, CYNTHIA		\$20.00
	Invoice	Description			Amount	
	145248	REFUND FOR RIVERSIDE	MISSION INN		\$20.00	
293216	11/15/2023		Accounts Payable	DONADO, HAYRO		\$200.00
	Invoice	Description			Amount	
	727920	REFUND DEPOSIT ON GO	DLF COURSE BANQUET HALL		\$200.00	

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transaction Amount
293217	11/15/2023		Accounts Payable	Donnoe & Associates, Inc.		\$735.00
	Invoice	Description			Amount	
	10196	ACCOUNTANT III EXAM AND	TEST BOOK RENTAL 11/02/23-11/	16/23	\$360.00	
	10197	NEIGHBORHOOD OFFICER E	XAM AND TEST BOOK RENTAL 1	1/02/23-11/16/23	\$375.00	
293218	11/15/2023		Accounts Payable	E V INFRASTRUCTURE LLC		\$6,977.34
	Invoice	Description			Amount	
	2022-00000617	REFUND FOR WASTE MANAC	GEMENT DEPOSIT 6101 ROSEME	AD BLVD #2022-617	\$6,977.34	
293219	11/15/2023		Accounts Payable	EDWARDS, GENE		\$180.00
	Invoice	Description			Amount	
	47249	REIMBURSEMENT FOR FEES	PAID ENGINEERS LICENSE REN	IEWAL	\$180.00	
293220	11/15/2023		Accounts Payable	Encore Awards & Marking Corp		\$58.42
	Invoice	Description			Amount	
	232169	NAME PLATE ENGRAVING			\$58.42	
293221	11/15/2023		Accounts Payable	EQUIPMENT DIRECT INC		\$601.25
	Invoice	Description			Amount	
	481281	SAFETY SUPPLIES FOR STAF	F		\$601.25	
293222	11/15/2023		Accounts Payable	ESPERANZA, ROMERO		\$10.00

AP Warrant Register

Transacti Amou	Payee Name	Source	Description	Date	Number
	Amount		Description	Invoice	
	\$10.00	LUNCHEON	REFUND FOR THANKSGIV	145267	
\$19,773.	Ferguson Enterprises, Inc	Accounts Payable		11/15/2023	293223
	Amount		Description	Invoice	
	\$19,773.43		METERS FOR AMI PROJEC	0009726-1	
\$141.48	Ferrer, Victor, H.	Accounts Payable		11/15/2023	293224
	Amount		Description	Invoice	
	\$141.48	TO CALCHOICE MEETING 11/02/23	REIM FOR MILEAGE EXPE	REIMVHF11223	
\$36.	Galls Parent Holdings, LLC	Accounts Payable		11/15/2023	293225
	Amount		Description	Invoice	
	\$186.89		BOOTS FOR DARROW	026074446	
	(\$172.94)	R #23769126	CREDIT RECEIVED FOR O	025037519	
	\$22.61		DIABETIC SOCKS-SPILLER	025823694	
\$445.	Government Finance Officers Association	Accounts Payable		11/15/2023	293226
	Amount		Description	Invoice	
	\$445.00	0207794, 300221072, 300225785	RENEWAL 12/1/23-11/30/24	162616001	
\$320,031.	GRIFFITH COMPANY	Accounts Payable		11/15/2023	93227
	Amount		Description	Invoice	

AP Warrant Register

Transaction Amount	Payee Name	Source	Description	Date	Number
	\$336,875.00	PROJECT, 08/21/23-09/25/23	PR REGIONAL BIKEWAY	PR 1	
	(\$16,625.00)	PROJECT, 08/21/23-09/25/23	PR REGIONAL BIKEWAY	PR-1A	
	(\$218.75)	PROJECT, 08/21/23-09/25/23	PR REGIONAL BIKEWAY	PR1-B	
\$3,024.80	HELPMATES STAFFING SERVICE, LLC	Accounts Payable		11/15/2023	293228
	Amount		Description	Invoice	
	\$1,512.40	E, TERESA SANCHEZ 10/22/2023	TEMPORARY EMPLOYEE	000443631	
	\$1,512.40	E, TERESA SANCHEZ 10/27/23	TEMPORARY EMPLOYEE	000444516	
\$18,127.50	Infinity Technologies	Accounts Payable		11/15/2023	293229
	Amount		Description	Invoice	
	\$18,127.50	NT OCTOBER 2023	ON CALL IT MANAGEMEN	1890	
\$27,428.54	LA County Sheriffs Department	Accounts Payable		11/15/2023	293230
	Amount		Description	Invoice	
	\$16,871.74	IT DEPUTY10/03/23-10/31/23	PRV-TRANSIT/TRANSIEN	241151EC	
	\$10,556.80	EMBER 2023	HELICOPTER SVC SEPTE	241121EC	
\$18.17	PETTY CASH	Accounts Payable		11/15/2023	293231
	Amount		Description	Invoice	
	\$18.17	HOCTOBER 2023	3 REPLENISH PETTY CASH	2023PETCASRE1023	
\$3,915.27	PGI-Pacific Graphics, Inc.	Accounts Payable		11/15/2023	293232

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transactior Amoun
	Invoice	Description			Amount	
	47212	NOVEMBER 2023 PROFILE	E	\$	3,915.27	
293233	11/15/2023		Accounts Payable	PICO RIVERA CHAMBER OF COMMERCE	E	\$10,000.00
	Invoice	Description			Amount	
	20230168	QUARTERLY INSTALLMEN	NT FOR JULY THROUGH SEPTEMBER 2023	\$1	0,000.00	
293234	11/15/2023		Accounts Payable	REYES, LYDIA		\$20.00
	Invoice	Description			Amount	
	145248	REFUND FOR RIVERSIDE	MISSION INN		\$20.00	
293235	11/15/2023		Accounts Payable	RJN INVESTIGATIONS, INC.		\$8,424.00
	Invoice	Description			Amount	
	133210	INVESTIGATION SVCS 09/	(13/23-10/20/23	\$	68,424.00	
293236	11/15/2023		Accounts Payable	ROMERO, ESPERANZA		\$20.00
	Invoice	Description			Amount	
	145248	REFUND FOR RIVERSIDE	MISSION INN		\$20.00	
293237	11/15/2023		Accounts Payable	Salgado Tire Service		\$202.30
	Invoice	Description			Amount	
	0763	TIRE REPAIR #130			\$20.00	
	0746	TIRE REPAIR UNIT #102			\$182.30	

AP Warrant Register

Transaction Amount		Payee Name	Source	Description	Date	Number
\$300.00		SANTOS, DAVID	Accounts Payable		11/15/2023	293238
	Amount			Description	Invoice	
	\$300.00		REFUND #2022-2357	TEMPORARY USE PERMI	2022-2357	
\$387.46	on	Specialized Elevator Corporation	Accounts Payable		11/15/2023	293239
	Amount			Description	Invoice	
	\$387.46		, OCTOBER 2023	ELEVATOR MAINTENANC	62939	
\$396.26		Sunbelt Rentals, Inc.	Accounts Payable		11/15/2023	293240
	Amount			Description	Invoice	
	\$396.26			CONCRETE SUPPLIES	145831853-0001	
\$3,720.00		VELAZQUEZ, YVETTE	Accounts Payable		11/15/2023	293241
	Amount			Description	Invoice	
	\$3,720.00	ADE AVE #2022	IAGEMENT DEPOSIT 3420 GREENGI	REFUND FOR WASTE MA	2022-2744	
\$250.00	SERVICE	WEBSTER'S BEE REMOVAL SERV	Accounts Payable		11/15/2023	293242
	Amount			Description	Invoice	
	\$250.00		HALL	BEE REMOVAL SVCS CIT	2243	
\$23,755.00		West Coast Arborists, Inc	Accounts Payable		11/15/2023	293243
	Amount			Description	Invoice	

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transaction Amount
	206435	PR GOLF COURSE EMER	RGENCY SERVICES 10/01/23-10/15/23		\$9,345.00	
	206118	TREE STUMP REMOVAL	. 09/16/23-09/30/23		\$1,232.00	
	206434	TREE STUMP REMOVAL	. 10/01/23-10/15/23		\$5,339.00	
	206768	TREE TRIMMING 10/16/23	3-10/31/23		\$6,768.00	
	206433	EMERGENCY TREE TRIM	1 10/1/23-10/15/23		\$1,071.00	
293244	11/15/2023		Accounts Payable	Yari More		\$2,100.00
	Invoice	Description			Amount	
	1242	SENIOR CENTER ENTER	RTAINMENT 11/08/23		\$2,100.00	
293245	11/16/2023		Utility Management Refund	ALL MERICAN AS	PHALT	\$1,207.37
293246	11/16/2023		Utility Management Refund	ANGELENO HOM	ES LLC	\$35.31
	Account Type	Description		Transaction Date	Transaction Type	
	Single-Family Residential			10/26/2023	Refund Adjustment	
293247	11/16/2023		Utility Management Refund	ARMAS, RICHARI	0	\$38.02
293248	11/16/2023		Utility Management Refund	CATAMOUNT PR	OPERTIES 2018, LLC	\$178.97
293249	11/16/2023		Utility Management Refund	DEL TACO #1028		\$75.00
	Account Type	Description		Transaction Date	Transaction Type	
	Non-Residential			10/24/2023	Refund Adjustment	
293250	11/16/2023		Utility Management Refund	GUERRERO, JUA	N	\$55.41

AP Warrant Register

From Payment Date: 11/3/2023 - To Payment Date: 11/30/2023

Transactio Amour		Payee Name	Source	Description	Date	Number
\$71.0		RICO, JASON	Utility Management Refund		11/16/2023	293252
\$1,482.0	ESTORS LLC	SANTANA INVES	Utility Management Refund		11/16/2023	293253
\$40.2	NNE	SNEED, CORINN	Utility Management Refund		11/16/2023	293254
\$43.2	CHAEL	SOLARIO, MICH	Utility Management Refund		11/16/2023	293255
\$23.1	IS	TRI CAL TRANS	Utility Management Refund		11/16/2023	293256
	Transaction Type	Transaction Date		Description	Account Type	
	Refund Adjustment	11/08/2023			Non-Residential	
\$11,367.2	Inc	Addison-Miller Inc	Accounts Payable		11/21/2023	293257
φ11,007. <u>2</u>				Description		200201
	Amount			Description	Invoice	
	\$11,367.28			RETENTION PAYMENT	RETENTION	
\$75.0	ORIA, E.	AGUIRRE, GLOR	Accounts Payable		11/21/2023	293258
	Amount			Description	Invoice	
	\$75.00		MEETING 11/09/23	COMMISSIONER STIPEND FOR	COMSTP110923-GA	
\$819.4	ower & Garden Center	Alan's Lawnmowe	Accounts Payable		11/21/2023	293259
	Amount			Description	Invoice	
	\$307.87			SMALL TOOLS & EQUIPMENT	1193744	
	\$511.54			SMALL TOOLS & EQUIPMENT	1193748	
\$12,508.0	AL SECURITY INC	AM-TEC TOTAL	Accounts Payable		11/21/2023	293260

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transaction Amount
	631455	ALIBI CAMERA SYSTEM F	FOR PARK & RECREATION		\$10,485.96	
	631456	ALARM SYSTEM FOR PAI	RK & RECREATION		\$2,022.12	
293261	11/21/2023		Accounts Payable	Auto-Chlor System		\$236.21
	Invoice	Description			Amount	
	234100501095	EQUIPMENT SVCS			\$236.21	
293262	11/21/2023		Accounts Payable	Bryan Ramirez (DJ Beatdrop)		\$1,100.00
	Invoice	Description			Amount	
	12/03/23	DJ SVCS FOR HOLIDAY F	ESTIVAL, 12/3/23		\$1,100.00	
293263	11/21/2023		Accounts Payable	Certifix Live Scan		\$322.00
	Invoice	Description			Amount	
	81283	PRE-EMPLOYMENT LIVE	SCANS 10/2/23-10/25/23		\$322.00	
293264	11/21/2023		Accounts Payable	County of Los Angeles Dept of Public Wor	ks	\$52.72
	Invoice	Description			Amount	
	RE-PW23110602634	SAN GABRIEL RIVER PKV	VY BRIDGE INSPECTION		\$52.72	
293265	11/21/2023		Accounts Payable	Culligan Water of Santa Ana		\$64.53
	Invoice	Description			Amount	
	1340114	SENIOR CENTER EQUIPM	IENT RENTAL SVC		\$64.53	

AP Warrant Register

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Number	Date	Description	Source	Payee Name	Transactio Amour
93266	11/21/2023		Accounts Payable	DAHLIN GROUP, INC	\$51,660.8
	Invoice	Description		Amount	
	2310-032	PROFESSIONAL SERVICES	S THROUGH 10/31/2023, SMITH PARK AQUA	TIC CEN \$51,660.80	
293267	11/21/2023		Accounts Payable	David Hidalgo Architects, Inc.	\$6,445.0
	Invoice	Description		Amount	
	117159	COMMERCIAL FACADE EN	HANCEMENT, 10/01/23-10/31/23	\$6,445.00	
293268	11/21/2023		Accounts Payable	DISCOUNT SCHOOL SUPPLY	\$2,199.7
	Invoice	Description		Amount	
	W12444850102	REACH SUPPLIES		\$2,066.67	
	W12444850101	REACH SUPPLIES		\$133.09	
293269	11/21/2023		Accounts Payable	Dudek	\$68,540.0
	Invoice	Description		Amount	
	202309132	PROFESSIONAL SVCS 7/25	9/23-9/29/23 CITYWIDE OBJECTIVE DESIGN	\$68,540.00	
293270	11/21/2023		Accounts Payable	El Camino Mexican Grill- Alma Villanueva	\$1,587.0
	Invoice	Description		Amount	
	12-CPR202	STAFF LUNCH FOR HOLID	AY FESTIVAL, 12/3/23	\$1,587.00	
293271	11/21/2023		Accounts Payable	ESTRADA SANTOS, ROCIO	\$150.0
	Invoice	Description		Amount	

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transactior Amoun
	COMSTP110923-RE	COMMISSIONER STIPEND FOR	MEETING 11/09/23		\$75.00	
	COMSTP101823-RE	COMMISSIONER STIPEND FOR	MEETING 10/18/23		\$75.00	
293272	11/21/2023		Accounts Payable	GARCIA, KIMBERLY		\$75.00
	Invoice	Description			Amount	
	COMSTP110923-KG	COMMISSIONER STIPEND FOR	MEETING 11/09/23		\$75.00	
293273	11/21/2023		Accounts Payable	Guo, Jie		\$129.00
	Invoice	Description			Amount	
	1123MEMBRRENW-JG	CPE DEPOT-MEMBERSHIP REN	IEWAL, SELF STUDY MEMBERSHIF	>	\$129.00	
293274	11/21/2023		Accounts Payable	HELPMATES STAFFING SERVICE,	LLC	\$3,172.19
	Invoice	Description			Amount	
	000445443	TEMPORARY EMPLOYEE, TERE	ESA SANCHEZ AND NANCY SEPUL	VEDA 11/05/23	\$3,172.19	
293275	11/21/2023		Accounts Payable	Infinity Technologies		\$7,540.00
	Invoice	Description			Amount	
	1808	3DI PERMITTING SEPTEMBER 2	2023		\$3,697.50	
	1891	3DI PERMITTING OCTOBER 202	3		\$3,842.50	
293276	11/21/2023		Accounts Payable	LA County Sheriffs Department		\$980,554.00
	Invoice	Description			Amount	
	241014EC	SHERIFF SVCS OCTOBER 2023			\$980,554.00	

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transaction Amount
293277	11/21/2023		Accounts Payable	Martinez, Vanessa, Vivian		\$150.00
	Invoice	Description			Amount	
	COMSTP110923-VM	COMMISSIONER STIPE	ND FOR MEETING 11/09/23		\$75.00	
	COMSTP101823-VM	COMMISSIONER STIPE	ND FOR MEETING 10/18/23		\$75.00	
293278	11/21/2023		Accounts Payable	MeterSYS		\$10,367.28
	Invoice	Description			Amount	
	INV-000885	PROFESSIONAL SVCS,	AMI THROUGH 11/1/23		\$10,367.28	
293279	11/21/2023		Accounts Payable	Navidad en el Barrio, Inc		\$2,500.00
	Invoice	Description			Amount	
	2023CBFDPNB	XMAS BASKET FOOD D	IST PROGRAM-500 BASKETS		\$2,500.00	
293280	11/21/2023		Accounts Payable	Ollin Strategies		\$7,500.00
	Invoice	Description			Amount	
	222	CONSULTING SERVICE	FOR NOVEMBER 2023		\$7,500.00	
293281	11/21/2023		Accounts Payable	Paint 'n Pour		\$675.00
	Invoice	Description			Amount	
	116	HOLIDAY PAINTING CL	ASS AT SENIOR CENTER		\$675.00	
293282	11/21/2023		Accounts Payable	PEREZ, JORDAN		\$129.75

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Number	Date	Description	Source	Payee Name		Transactio Amour
	Invoice	Description			Amount	
	1123REIMGRTD-JP	REIMBURSMENT FOR THE REC	ORDING FEE OF GRANT DEED 6373-0)19-901	\$129.75	
293283	11/21/2023		Accounts Payable	PGI-Pacific Graphics,	Inc.	\$2,679.0
	Invoice	Description			Amount	
	46861	SUMMER RECREATION GUIDE	2023		\$2,679.08	
293284	11/21/2023		Accounts Payable	PT Events Inc	(Pacific Tent Inc)	\$4,339.5
	Invoice	Description			Amount	
	1434	CANOPY RENTALS FOR HOLID	AY FESTIVAL, 12/3/23		\$4,339.52	
293285	11/21/2023		Accounts Payable	Ruiz Engineering and <i>i</i>	All American Asphalt	\$46,983.9
	Invoice	Description			Amount	
	204591-FINAL	PROFESSIONAL SVCS OCTOBE	R 2023, CITYWIDE RESURFACING		\$49,456.78	
	204591-FINAL-A	PROFESSIONAL SVCS OCTOBE	R 2023, CITYWIDE RESURFACING		(\$2,472.84)	
293286	11/21/2023		Accounts Payable	San Gabriel Valley Wa	ater Co	\$961.9
	Invoice	Description			Amount	
	2023SEPSANGABRIE	UTILITIES FOR 9/29/23-10/28/23			\$961.99	
293287	11/21/2023		Accounts Payable	State of California Dep	ot of Justice	\$320.0
	Invoice	Description			Amount	
	693369	PRE-EMPLOYMENT LIVE SCAN	S OCTOBER 2023		\$320.00	

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From Payment Date: 11/3/2023 - To Payment Date: 11/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
293288	11/21/2023		Accounts Payable	State Water Resources Control Board (SWRCB)	\$90.00
	Invoice	Description		Amount	
	1123CERTREQST-AG	CERTIFICATE REQUEST FOR	ALEXANDER GONZALEZ	\$90.00	
293289	11/21/2023		Accounts Payable	SUPER SLICK AUTO DETAIL LLC	\$1,080.00
	Invoice	Description		Amount	
	INV0007	CITY FLEET CAR DETAIL/WAS	GH	\$480.00	
	INV0016	CITY FLEET CAR DETAIL/WAS	SH, PARKING ENFORCEMENT	\$600.00	
293290	11/21/2023		Accounts Payable	TAMEZ, VICTORIA, ANN	\$16.50
	Invoice	Description		Amount	
	145212	ACTING WORKSHOP		\$16.50	
293291	11/21/2023		Accounts Payable	Tetra Tech, Inc	\$6,787.50
	Invoice	Description		Amount	
	52158503	PROFESSIONAL SVCS FOR W	VATER MAIN	\$6,787.50	
293292	11/21/2023		Accounts Payable	THE PUBLIC RESTROOM COMPANY	\$31,796.00
	Invoice	Description		Amount	
	24753	PROFESSIONAL SVCS THRO	UGH 10/30/23, PICO PARK RESTROOM	\$31,796.00	
293293	11/21/2023		Accounts Payable	TKE Engineering Inc.	\$2,725.00

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From Payment Date: 11/3/2023 - To Payment Date: 11/30/2023

Number	Date	Description	Source	Payee Name		Transaction Amount
	Invoice	Description			Amount	
	2023-523	PROFESSIONAL SVCS	4/1/23-6/30/23, BARTOLO DRAINAGE DI	ТСН	\$2,725.00	
293294	11/21/2023		Accounts Payable	TKM ENGINEERING		\$2,242.50
	Invoice	Description			Amount	
	1240	ITS MASTER PLAN OCT	OBER 2023		\$2,242.50	
293295	11/21/2023		Accounts Payable	Ware Malcomb		\$4,000.00
	Invoice	Description			Amount	
	758025	PROFESSIONAL SVCS	AUGUST 2023, PR COUNCIL CHAMBER	R	\$4,000.00	
293296	11/29/2023		Accounts Payable	AKM CONSULTING ENGINEER	RS INC	\$2,930.00
	Invoice	Description			Amount	
	0012430	PROFESSIONAL SERVI	CES 07/31/23-09/01/23, ELECTRICAL SV	WITCHBOARD	\$2,930.00	
293297	11/29/2023		Accounts Payable	Atkinson, Andelson, Loya, Ruuc	I & Romo	\$470.93
	Invoice	Description			Amount	
	697049	LEGAL SVCS OCTOBER	2023		\$470.93	
293298	11/29/2023		Accounts Payable	BMG Money, Inc		\$414.16
	Invoice	Description			Amount	
	112223	EMPLOYEE DEDUCTIO	N FOR P/E 11/17/23		\$414.16	

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Number	Date	Description	Source	Payee Name	Transactior Amoun
293299	11/29/2023		Accounts Payable	County of Los Angeles Dept of Public Works	\$1,789.68
	Invoice	Description		Amou	nt
	RE-PW-2311060254	PROFESSIONAL SERVI	CES THROUGH OCTOBER 2023, IW PIC	CO RIVERA \$1,673.9	8
	RE-PW23110602891	TS MAINTENANCE THR	OUGH OCTOBER 2023	\$115.7	0
293300	11/29/2023		Accounts Payable	County of Los Angeles, Assessor	\$703.54
	Invoice	Description		Amou	nt
	8920 851 812	WELL SITE PROPERTY	TAX 07/01/23-06/30/24	\$703.5	4
293301	11/29/2023		Accounts Payable	Crocker Signs & Screen Printing	\$381.47
	Invoice	Description		Amou	nt
	54249	SUPPLIES		\$381.4	7
293302	11/29/2023		Accounts Payable	Employment Development Department	\$4.16
	Invoice	Description		Amou	nt
	MIS-00004285	HOUSING SERVICES PE	ERIOD 07/01/22-09/30/22	\$2.0	8
	MIS-00004286	HOUSING SERVICES PE	ERIOD 01/01/23-03/31/23	\$2.0	8
293303	11/29/2023		Accounts Payable	Fast 5 Pico Rivera 5, LLC	\$114.00
	Invoice	Description		Amou	nt
	6424	CITY FLEET CAR WASH	IES OCTOBER 2023	\$114.0	0
293304	11/29/2023		Accounts Payable	FEDERAL EXPRESS	\$76.51

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Number	Date	Description	Source	Payee Name		Transaction Amount
	Invoice	Description			Amount	
	8-306-97545	DELIVERY CHARGES			\$76.51	
293305	11/29/2023		Accounts Payable	Ferguson Enterprises, Inc		\$395.79
	Invoice	Description			Amount	
	0249114	SUPPLIES			\$395.79	
293306	11/29/2023		Accounts Payable	Fiesta Cooperative Inc.		\$8,050.21
	Invoice	Description			Amount	
	231027	DIAL-A-TAXI OCTOBER 2023			\$8,050.21	
293307	11/29/2023		Accounts Payable	FLORES, ALICE		\$20.00
	Invoice	Description			Amount	
	145249	REFUND FOR INDIO INTERNA	TIONAL TAMALE		\$20.00	
293308	11/29/2023		Accounts Payable	Franchise Tax Board		\$50.00
	Invoice	Description			Amount	
	112223	EMPLOYEE DEDUCTION FOR	P/E 11/17/23		\$50.00	
293309	11/29/2023		Accounts Payable	Grainger		\$641.44
	Invoice	Description			Amount	
	9895928084	SMALL TOOLS			\$413.45	
	9895928100	SMALL TOOLS & SUPPLIES			\$227.99	

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Number	Date	Description	Source	Payee Name	Transaction Amount
293310	11/29/2023	11/30/2023	Accounts Payable	HAPPY FACES & BALLOON ART	\$1,500.00
	Invoice	Description		Amo	unt
	0392	FACE PAINTER FOR HOLIDA	Y FESTIVAL, 12/03/23	\$1,500	.00
293311	11/29/2023		Accounts Payable	Harrington Industrial Plastics LLC	\$384.10
	Invoice	Description		Amo	unt
	001KA352	PLANT MAINTENANCE SUPP	LIES	\$384	.10
293312	11/29/2023		Accounts Payable	Hinderliter, De Llamas & Associates	\$17,717.58
	Invoice	Description		Amo	unt
	SIN033082-B	Q2/2023 AUDIT SVCS - SALES	S TAX	\$15,605	.58
	SIN033082-A	Q2/2023 CONTRACT SVCS-S	ALES TAX (OCT DEC. 2023)	\$2,112	.00
293313	11/29/2023		Accounts Payable	Hose-Man, Inc	\$386.54
	Invoice	Description		Amc	unt
	00048185	MAINTENANCE SUPPLIES		\$351	.84
	00048186	MAINTENANCE SUPPLIES		\$34	.70
293314	11/29/2023		Accounts Payable	Industrial Pipe & Steel Company	\$66.15
	Invoice	Description		Amo	unt
	40948	MAINTENANCE SUPPLIES		\$66	.15

AP Warrant Register

Date	Description	Source	Payee Name		Transaction Amount
11/29/2023		Accounts Payable	Infinity Technologies		\$4,968.75
Invoice	Description			Amount	
1856	GIS COORDINATION SV	CS, OCTOBER 2023		\$4,968.75	
11/29/2023		Accounts Payable	Jas Pacific, Inc.		\$25,588.50
Invoice	Description			Amount	
PC 6826	PLAN CHECK SVCS FOR	R PR CITY ENGINEERING, SEPTEMBER	R 2023	\$8,768.25	
PC 6862	PLAN CHECK SVCS FOR PR CITY ENGINEERING, OCTOBER 2023				
BI 14663	BUILDING INSPECTION	SVCS OCTOBER 2023		\$840.00	
BI 14641	BUILDING INSPECTION	SVCS SEPTEMBER 2023		\$840.00	
11/29/2023		Accounts Payable	Keenan & Associates		\$6,250.00
Invoice	Description			Amount	
297223	BENEFIT BRIDGE FEE C	OCTOBER 2023, INSTALLMENT 4		\$1,250.00	
298285	BENEFIT BRIDGE FEE	NOVEMBER 2023, INSTALLMENT 5		\$1,250.00	
294035	BENEFIT BRIDGE FEE J	ULY 2023, INSTALLMENT 1		\$1,250.00	
295306	BENEFIT BRIDGE FEE A	AUGUST 2023, INSTALLMENT 2		\$1,250.00	
296206	BENEFIT BRIDGE FEE S	SEPTEMBER 2023, INSTALLMENT 3		\$1,250.00	
11/29/2023		Accounts Payable	Kiko's Mexican Grill		\$882.00
	Description			Amount	φ002.00
IIIVOICE	Description			Amount	
	11/29/2023 Invoice 1856 11/29/2023 Invoice PC 6826 PC 6862 BI 14663 BI 14663 BI 14641 11/29/2023 Invoice 297223 298285 294035 295306	11/29/2023InvoiceDescription1856GIS COORDINATION SV11/29/2023InvoiceInvoiceDescriptionPC 6826PLAN CHECK SVCS FORPC 6862PLAN CHECK SVCS FORBI 14663BUILDING INSPECTIONBI 14641BUILDING INSPECTION11/29/2023Invoice11/29/2023Description297223BENEFIT BRIDGE FEE C298285BENEFIT BRIDGE FEE C294035BENEFIT BRIDGE FEE C295306BENEFIT BRIDGE FEE C296206BENEFIT BRIDGE FEE C11/29/2023Invoice	11/29/2023 Accounts Payable Invoice Description 1856 GIS COORDINATION SVCS, OCTOBER 2023 11/29/2023 Accounts Payable Invoice Description PC 6826 PLAN CHECK SVCS FOR PR CITY ENGINEERING, SEPTEMBER PC 6862 PLAN CHECK SVCS FOR PR CITY ENGINEERING, OCTOBER 2023 BI 14663 BUILDING INSPECTION SVCS OCTOBER 2023 BI 14641 BUILDING INSPECTION SVCS SEPTEMBER 2023 11/29/2023 Accounts Payable Invoice Description 297223 BENEFIT BRIDGE FEE OCTOBER 2023, INSTALLMENT 4 298285 BENEFIT BRIDGE FEE NOVEMBER 2023, INSTALLMENT 5 294035 BENEFIT BRIDGE FEE AUGUST 2023, INSTALLMENT 1 295306 BENEFIT BRIDGE FEE AUGUST 2023, INSTALLMENT 2 296206 BENEFIT BRIDGE FEE SEPTEMBER 2023, INSTALLMENT 3 11/29/2023 Accounts Payable	11/29/2023 Accounts Payable Infinity Technologies Invoice Description 1856 GIS COORDINATION SVCS, OCTOBER 2023 11/29/2023 Accounts Payable Jas Pacific, Inc. Invoice Description PC 6826 PLAN CHECK SVCS FOR PR CITY ENGINEERING, SEPTEMBER 2023 PC 6862 PLAN CHECK SVCS FOR PR CITY ENGINEERING, OCTOBER 2023 BI 14663 BUILDING INSPECTION SVCS OCTOBER 2023 BI 14663 BUILDING INSPECTION SVCS SEPTEMBER 2023 11/29/2023 Accounts Payable Keenan & Associates Invoice 11/29/2023 Accounts Payable Keenan & Description 297223 BENEFIT BRIDGE FEE OCTOBER 2023, INSTALLMENT 4 298285 BENEFIT BRIDGE FEE OCTOBER 2023, INSTALLMENT 5 294035 BENEFIT BRIDGE FEE JULY 2023, INSTALLMENT 1 295306 BENEFIT BRIDGE FEE AUGUST 2023, INSTALLMENT 2 296206 BENEFIT BRIDGE FEE SEPTEMBER 2023, INSTALLMENT 3 11/29/2023 Accounts Payable Kiko's Mexican Grill	11/29/2023 Accounts Payable Infinity Technologies Invoice Description Amount 1856 GIS COORDINATION SVCS, OCTOBER 2023 \$4,968.75 11/29/2023 Accounts Payable Jas Pacific, Inc. Invoice Description Amount PC 6826 PLAN CHECK SVCS FOR PR CITY ENGINEERING, SEPTEMBER 2023 \$15,140.25 BI 14663 BUILDING INSPECTION SVCS OCTOBER 2023 \$15,140.25 BI 14663 BUILDING INSPECTION SVCS OCTOBER 2023 \$840.00 BI 14641 BUILDING INSPECTION SVCS SEPTEMBER 2023 \$840.00 11/29/2023 Accounts Payable Keenan & Associates Invoice Description Amount 297223 BENEFIT BRIDGE FEE OCTOBER 2023, INSTALLMENT 4 \$1,250.00 294035 BENEFIT BRIDGE FEE AUGUST 2023, INSTALLMENT 5 \$1,250.00 296206 BENEFIT BRIDGE FEE AUGUST 2023, INSTALLMENT 1 \$1,250.00 296206 BENEFIT BRIDGE FEE AUGUST 2023, INSTALLMENT 3 \$1,250.00 296206 BENEFIT BRIDGE FEE SEPTEMBER 2023, INSTALLMENT 3 \$1,250.00 296206 BENEFIT BRIDGE FEE SEPTEMBER 2023, INSTALLMENT 3 \$1,250.00 296206 <td< td=""></td<>

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transaction Amount
293319	11/29/2023		Accounts Payable	L.A. County Metropolitan Trans Auth	ority (TAP)	\$107.52
	Invoice	Description			Amount	
	6021384	METRO 30 DAY SENIOR	PASS		\$57.60	
	6021058	METRO 30 DAY SENIOR	PASS		\$49.92	
293320	11/29/2023		Accounts Payable	LA County Sheriffs Department		\$4,650.02
	Invoice	Description			Amount	
	241239EC	HELICOPTER SVC OCTO	DBER 2023		\$4,650.02	
293321	11/29/2023		Accounts Payable	Levying Officer		\$233.39
	Invoice	Description			Amount	
	112223	EMPLOYEE DEDUCTION	FOR P/E 11/17/23		\$233.39	
293322	11/29/2023		Accounts Payable	Liebert Cassidy Whitmore		\$3,844.50
	Invoice	Description			Amount	
	254218	PROFESSIONAL SVCS T	HROUGH 10/31/23, REVIEW OF MOUS	-2023	\$258.00	
	254200	PRO SVCS THROUGH 10)/31/23, PERSONNEL RULES REVIEW /	AND REVISION	\$3,369.00	
	253510	PRO SVCS THROUGH 10)/31/23, GENERAL		\$217.50	
293323	11/29/2023		Accounts Payable	Los Angeles Fire Department		\$1,292.82
	Invoice	Description			Amount	
	F0013949	FIRE SAFETY OFFICER	SVCS FOR HALLOWEEN EVENT AT SM	IITH PARK	\$1,292.82	

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transaction Amount
293324	11/29/2023		Accounts Payable	Martha Ramirez (Grupo Bella)		\$1,400.00
	Invoice	Description			Amount	
	1203	DANCE PERFORMANCE FOR H	IOLIDAY FESTIVAL 12/03/23		\$1,400.00	
293325	11/29/2023		Accounts Payable	McMaster-Carr Supply Company		\$1,171.79
	Invoice	Description			Amount	
	17274111	PLANT MAINTENANCE SUPPLI	ES		\$842.96	
	17269326	PLANT MAINTENANCE SUPPLI	ES		\$328.83	
293326	11/29/2023		Accounts Payable	Midamerica Administrative and Retire	ement Solutions	\$1,980.00
	Invoice	Description			Amount	
	0221524	ADMIN FEE 2Q23, SERVICE PE	RIOD 07/01/23-09/30/23		\$1,980.00	
293327	11/29/2023		Accounts Payable	Minuteman Press		\$228.96
	Invoice	Description			Amount	
	69527	VARIOUS MAILERS/POSTCARE	DS FOR PRIME-WEEKLY ENROL	LMENT NOTICES	\$111.44	
	69683	VARIOUS MAILERS/POSTCARE	DS FOR PRIME-WEEKLY ENROLI	LMENT NOTICES	\$117.52	
293328	11/29/2023		Accounts Payable	Napa Auto Parts		\$461.33
	Invoice	Description			Amount	
	205349	MECHANIC SHOP SUPPLIES			\$208.18	
	272081	MECHANIC SHOP SUPPLIES			\$253.15	

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transaction Amount
293329	11/29/2023		Accounts Payable	On The Go DJ Pro, Inc		\$890.00
	Invoice	Description			Amount	
	1270598	PHOTO BOOTH AT SENIO	R CENTER11/18/23		\$490.00	
	1269810	DJ PACKAGE AT SENIOR	CENTER ON 11/06/23		\$400.00	
293330	11/29/2023		Accounts Payable	PARS		\$300.00
	Invoice	Description			Amount	
	54368	TRUST ADMIN SVCS MON	TH END 9/30/2023		\$300.00	
293331	11/29/2023		Accounts Payable	Passage Entertainment		\$6,500.00
	Invoice	Description			Amount	
	12032023PRPEI	HOLIDAY FESTIVAL SOUN	ID FOR BANDS, 12/03/23		\$6,500.00	
293332	11/29/2023		Accounts Payable	Salgado Tire Service		\$369.35
	Invoice	Description			Amount	
	0991	TIRES FOR UNIT 223			\$160.00	
	2195	TIRE REPAIR			\$30.00	
	2904	TIRE REPAIR UNIT 261			\$179.35	
293333	11/29/2023		Accounts Payable	SEIU Local 721-COPE		\$72.00
	Invoice	Description			Amount	
	112223	COPE FEES FOR P/E 11/1	7/23		\$72.00	

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Transactio Amour		Payee Name	Source	Description	Date	Number
\$6,525.0		SELBERT PERKINS DESIGN, INC.	Accounts Payable	-	11/29/2023	93334
	Amount			Description	Invoice	
	\$6,525.00	IRNITURE	/31/23, PR CITY BRAND SIGNAGE & FU	PROF SVCS 10/01/23-10	20231125	
\$24,750.0		SOUNDTHINKING, INC.	Accounts Payable		11/29/2023	293335
	Amount			Description	Invoice	
	\$24,750.00	Λ	OT LOCATION SVCS, PILOT PROGRAM	SHOTSPOTTER GUNSH	INV#13086	
\$2,300.0		Super Birthday, Inc	Accounts Payable		11/29/2023	293336
	Amount			Description	Invoice	
	\$2,300.00		ACKLESS TRAIN RENTAL 12/03/23	HOLIDAY FESTIVAL TRA	29544	
\$33,421.8		U.S. Armor Corporation	Accounts Payable		11/29/2023	293337
	Amount			Description	Invoice	
	\$27,422.79		PLIES	PR SHERIFF DEPT SUP	43870	
	\$5,999.05		PLIES	PR SHERIFF DEPT SUP	44285	
\$6,850.0		VCS Sound Lighting	Accounts Payable		11/29/2023	293338
	Amount			Description	Invoice	
	\$6,850.00		AGE AND LIGHTING 12/03/23	HOLIDAY FESTIVAL STA	23-009	
\$695.1		West Coast Sand & Gravel, Inc.	Accounts Payable		11/29/2023	93339
	Amount			Description	Invoice	

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Number	Date	Description	Source	Payee Name		Transaction Amount
	664361	SAND			\$695.13	
293340	11/29/2023		Accounts Payable	Whittier Fertilizer Company		\$299.88
	Invoice	Description			Amount	
	405286	WOOD CHIPS FOR PAR	KS		\$299.88	
293342	11/30/2023		Accounts Payable	FUENTES, LILIANA		\$1,500.00
	Invoice	Description			Amount	
	0392	FACE PAINTER FOR HO	DLIDAY FESTIVAL, 12/03/23		\$1,500.00	
293343	11/30/2023		Accounts Payable	Soto Entertainment Group		\$3,000.00
	Invoice	Description			Amount	
	PR120323	PERFORMANCE FOR H	OLIDAY FESTIVAL, 12/03/23		\$3,000.00	
Гуре Check ⁻	Totals:				_	\$2,335,900.67
<u>EFT</u>						
12834	11/03/2023		Accounts Payable	Time Warner Cable		\$134.98
	Invoice	Description			Amount	
	Import - 9564	RADIO & TELECOMMIN	ICATION		\$134.98	
12835	11/03/2023		Accounts Payable	Frontier California		\$195.73
	Invoice	Description			Amount	

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Number	Date	Description	Source	Payee Name		Transaction Amount
	Import - 9565	Radio & Telecommunication			\$195.73	
12836	11/03/2023		Accounts Payable	So Calif Edison Company		\$78.05
	Invoice	Description			Amount	
	Import - 9566	ELECTRIC SVC-VARIOUS	LOCATION		\$78.05	
12837	11/03/2023		Accounts Payable	Verizon Wireless		\$889.99
	Invoice	Description			Amount	
	Import - 9567	RADIO & TELECOMMUNIC	ATION		\$889.99	
12838	11/06/2023		Accounts Payable	City of Pico Rivera		\$40,302.35
	Invoice	Description			Amount	
	Import - 9568	WATER SVC			\$40,302.35	
12839	11/08/2023		Accounts Payable	A. M. Plumbing Supply		\$749.58
	Invoice	Description			Amount	
	9226	PLUMBING SUPPLIES			\$154.34	
	9227	SUPPLIES FOR UNIT 259			\$595.24	
12840	11/08/2023		Accounts Payable	AAA Electrical Supply, Inc.		\$1,153.96
	Invoice	Description			Amount	
	317620	ELECTRICAL SUPPLIES			\$1,153.96	

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Number	Date	Description	Source	Payee Name	Transactior Amoun
12841	11/08/2023	· ·	Accounts Payable	BACLIG, ANTHONY	\$168.0
	Invoice	Description		Amour	nt
	145257	INSTRUCTOR FOR TAI	CHI CLASS, 10/17/23-11/07/23	\$168.0	0
12842	11/08/2023		Accounts Payable	BKF Engineers	\$13,552.75
	Invoice	Description		Amour	nt
	23101214	PROF SVC 08/28/23-09/	30/23, WHITTIER BRIDGE STUDY	\$13,552.7	5
12843	11/08/2023		Accounts Payable	Complete Printing Solutions, Inc.	\$1,352.52
	Invoice	Description		Amour	nt
	PRP-48572	PRINTING ORDER OF M	IAPS	\$960.6	9
	PRP-48571	PRINTING ORDER OF N	IAPS SMITH PARK AQUATIC	\$391.8	3
12844	11/08/2023		Accounts Payable	Corporate Image Marketing, Inc	\$199.00
	Invoice	Description		Amour	nt
	2311632	PRIME 800 # FOR OCTO	DBER 2023	\$199.0	0
12845	11/08/2023		Accounts Payable	COSTAR REALTY INFORMATION, INC.	\$1,628.9
	Invoice	Description		Amour	nt
	120478601	REAL ESTATE ONLINE	FOR NOVEMBER 2023	\$1,628.9	5
12846	11/08/2023		Accounts Payable	Home Depot	\$429.29
	Invoice	Description		Amour	nt

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Number	Date	Description	Source	Payee Name	Transaction Amount
	770036697	JANITORIAL SUPPLIES		\$429.29	
12847	11/08/2023		Accounts Payable	Jason Sperling DBA People Speak, LLC	\$800.00
	Invoice	Description		Amount	
	PIC-0028	WEBSITE APPLICATION AND	MODULES SVCS NOVEMBER 2023	\$800.00	
12848	11/08/2023		Accounts Payable	Kimley-Horn & Associates, Inc	\$821.52
	Invoice	Description		Amount	
	26105164	PROFESSIONAL SERVICES TH	HROUGH 09/30/23, PR HEU 2021-2029	\$821.52	
12849	11/08/2023		Accounts Payable	Martinez, Ben	\$50.00
	Invoice	Description		Amount	
	SUMFALLWK12'23	UMPIRE SVCS FOR SENIOR L	EAGUE 11/02/23	\$50.00	
12850	11/08/2023		Accounts Payable	S & S LaBarge Golf Inc	\$31,885.68
	Invoice	Description		Amount	
	312	PAYROLL 10/12/23-10/25/23		\$31,885.68	
12851	11/08/2023		Accounts Payable	Shoeteria, Inc.	\$195.45
	Invoice	Description		Amount	
	0056928-IN	SAFETY SHOE FOR LEO MAR	QUEZ	\$195.45	
12852	11/08/2023		Accounts Payable	So Calif Edison Company	\$172,750.56

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Number	Date	Description	Source	Payee Name	Transactio Amour
	Invoice	Description		Amou	nt
	88090	LONG TERM ALLOCATION, 07	1/01/23-07/01/23	\$172,750.5	6
12853	11/08/2023		Accounts Payable	The Sherwin-Williams Co.	\$52.3
	Invoice	Description		Amou	nt
	8659-9	PAINT SUPPLIES		\$52.3	34
12854	11/08/2023		Accounts Payable	Tristar Risk Management	\$3,975.0
	Invoice	Description		Amou	nt
	114886	WORKERS COMPENSATION/	CLAIMS ADMIN NOVEMBER 2023	\$3,975.0	0
12855	11/08/2023		Accounts Payable	Water Replenishment District of So. California	\$147,982.3
	Invoice	Description		Amou	nt
	3853-0923	GROUND WATER PRODUCT	ON & ASSESSMENT SEPTEMBER 2023	\$147,982.3	32
12856	11/08/2023		Accounts Payable	Waxie Sanitary Supply	\$789.6
	Invoice	Description		Amou	nt
	82068809	JANITORIAL SUPPLIES		\$789.6	37
12857	11/08/2023		Accounts Payable	Weck Laboratories Inc.	\$1,190.0
	Invoice	Description		Amou	nt
	W3J2154	WATER QUALITY SAMPLING		\$120.0	00
	W3J2153	WATER QUALITY SAMPLING		\$250.0	00

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Number	Date	Description	Source	Payee Name		Transaction Amount
	W3J2151	WATER QUALITY SAMPLI	NG		\$820.00	
12858	11/08/2023		Accounts Payable	Willdan Engineering		\$19.91
	Invoice	Description			Amount	
	00338168R	PROFESSIONAL SVCS 09	/29/23, REPORTING CLOSURE PACK	AGE	\$19.91	
12859	11/07/2023		Accounts Payable	So Calif Edison Company		\$17,738.79
	Invoice	Description			Amount	
	Import - 9569	ELECTRIC SVC-VARIOUS	LOCATION		\$17,738.79	
12860	11/09/2023		Accounts Payable	Nationwide Retirement Solutions		\$9,068.74
	Invoice	Description			Amount	
	110923	EMPLOYEE/EMPLOYER C	ONTRIBUTIONS FOR P/E 11/03/23 (40	01A)	\$9,068.74	
12861	11/09/2023		Accounts Payable	Nationwide RS		\$1,162.62
	Invoice	Description			Amount	
	110923	PEHP BENEFIT/DEDUCTION	DN FOR P/E 11/03/23		\$1,162.62	
12862	11/09/2023		Accounts Payable	PRMPCEA		\$624.00
	Invoice	Description			Amount	
	110923	UNION DUES FOR P/E 11/	03/23		\$624.00	
12863	11/09/2023		Accounts Payable	SEIU Local 721		\$1,649.14

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Number	Date	Description	Source	Payee Name		Transaction Amount
	Invoice	Description			Amount	
	110923	UNION DUES FOR P/E 1	1/03/23		\$1,649.14	
12864	11/08/2023		Accounts Payable	So Calif Edison Company		\$53,090.72
	Invoice	Description			Amount	
	Import - 9570	ELECTRIC SVC-VARIOU	IS LOCATION		\$53,090.72	
12865	11/10/2023		Accounts Payable	So Calif Edison Company		\$105.92
	Invoice	Description			Amount	
	Import - 9571	ELECTRIC SVC-VARIOU	IS LOCATION		\$105.92	
12866	11/13/2023		Accounts Payable	Time Warner Cable		\$849.00
	Invoice	Description			Amount	
	Import - 9572	RADIO & TELECOMMINI	CATION		\$849.00	
12867	11/13/2023		Accounts Payable	T-Mobile USA, Inc		\$1,805.76
	Invoice	Description			Amount	
	Import - 9573	Radio & Telecommunicat	ion		\$1,805.76	
12868	11/14/2023		Accounts Payable	City of Pico Rivera		\$179.73
	Invoice	Description			Amount	
	Import - 9574	WATER SVC			\$179.73	

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Number	Date	Description	Source	Payee Name		Transactior Amoun
12869	11/15/2023		Accounts Payable	ABM Building Solutions, LLC		\$17,890.0
	Invoice	Description			Amount	
	18558159	HVAC SVCS SEPTEMBER 2023			\$8,945.00	
	18642700	HVAC SVCS OCTOBER 2023			\$8,945.00	
12870	11/15/2023		Accounts Payable	Aramark		\$751.20
	Invoice	Description			Amount	
	5860224206	UNIFORM RENTAL SVCS			\$355.20	
	5860229479	UNIFORM RENTAL SVCS			\$396.00	
2871	11/15/2023		Accounts Payable	AutoZone		\$363.59
	Invoice	Description			Amount	
	5219028202	MECHANIC SHOP SUPPLIES			\$245.95	
	5219028364	CREDIT TO ACCOUNT			(\$18.00)	
	5219037092	MECHANIC SHOP SUPPLIES			\$62.93	
	5219061158	MECHANIC SHOP SUPPLIES			\$65.99	
	5219074281	MECHANIC SHOP SUPPLIES			\$55.98	
	5219075662	MECHANIC SHOP SUPPLIES			\$55.97	
	5219698546	CREDIT TO ACCOUNT			(\$8.11)	
	5219698554	CREDIT TO ACCOUNT			(\$97.12)	
2872	11/15/2023		Accounts Payable	Baker Electric Inc		\$67,626.9
	Invoice	Description			Amount	

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Number	Date	Description	Source	Payee Name		Transaction Amount
	PROGRESS PMT 9	TRAFFIC SIGNAL IMPRO	VEMENTS PROJECT	\$7	1,186.25	
	PROGRESS PMT 9-A	TRAFFIC SIGNAL IMPRC	VEMENTS PROJECT	(\$3	,559.31)	
12873	11/15/2023		Accounts Payable	Cosby Oil Company		\$31,941.34
	Invoice	Description			Amount	
	CL00912	FUEL FOR CITY VEHICL	ES 9/1/23-9/10/23	\$4	4,624.01	
	CL01575	FUEL FOR CITY VEHICL	ES 9/11/23-9/20/23	\$5	9,626.62	
	CL02748	FUEL FOR CITY VEHICL	ES 10/1/23-10/10/23	\$5	9,453.58	
	CL03986	FUEL FOR CITY VEHICL	ES 10/22/23-10/31/23	\$8	3,237.13	
12874	11/15/2023		Accounts Payable	DIEGO'S AUTO REPAIR		\$12,893.90
	Invoice	Description			Amount	
	29834	FLEET MAINTENANCE		\$2	2,740.54	
	29835	FLEET MAINTENANCE		\$	1,331.40	
	29836	FLEET MAINTENANCE		\$	1,110.00	
	29797	FLEET MAINTENANCE		\$	7,711.96	
12875	11/15/2023		Accounts Payable	Eastern County Newspaper Group, Inc.		\$2,260.92
	Invoice	Description			Amount	
	36271	LEGAL AD-USER FEE SO	CHEDULE		\$953.40	
	36261	LEGAL AD-SOCIAL HOS	T LIABILITY ORDINANCE	\$	1,307.52	
12876	11/15/2023		Accounts Payable	GRM Information Management Services, Inc		\$899.76

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Number	Date	Description	Source	Payee Name		Transaction Amount
	Invoice	Description			Amount	
	0491889	MONTHLY SHREDDING	SERVICES-OCTOBER 2023		\$204.00	
	0490616	MONTHLY FILE STORAG	E OCTOBER 2023, PW		\$80.96	
	0490617	MONTHLY FILE STORAG	E OCTOBER 2023, BUILDING DIV		\$47.87	
	0490618	MONTHLY INITIAL MOVE	-IN FEE OCTOBER 2023		\$10.62	
	0491802	MONTHLY FILE STORAG	E OCTOBER 2023, HOUSING		\$29.18	
	0490611	MONTHLY ACCOUNT MA	AINTENANCE FEE, OCTOBER 2023		\$20.00	
	0490612	MONTHLY FILE STORAG	E OCTOBER 2023, CITY CLERK		\$119.49	
	0490613	MONTHLY FILE STORAG	E OCTOBER 2023, CED		\$62.59	
	0490614	MONTHLY FILE STORAG	E OCTOBER 2023, FINANCE		\$301.63	
	0490615	MONTHLY FILE STORAG	E OCTOBER 2023, PARK & REC		\$23.42	
12877	11/15/2023		Accounts Payable	Kimley-Horn & Associates, Inc		\$90,354.90
	Invoice	Description			Amount	
	194170001-0823	PROFESSIONAL SERVIC	ES THROUGH 08/31/2023, PICO RIVERA	SP/EIR	\$65,619.90	
	194170001-0923	PROFESSIONAL SVCS T	HROUGH 09/30/23, PR SP/EIR		\$24,735.00	
12878	11/15/2023		Accounts Payable	Nationwide Environmental Services		\$110,478.08
	Invoice	Description			Amount	
	33535	GRAFFITI ABATEMENT	DCTOBER 2023		\$29,618.22	
	33600	STREET SWEEPING SV	CS NOVEMBER 2023		\$59,913.44	
	33601	BUS SHELTER MAINTEN	IANCE NOVEMBER 2023		\$20,946.42	

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Number	Date	Description	Source	Payee Name		Transaction Amount
12879	11/15/2023		Accounts Payable	RSG, Inc		\$1,950.00
	Invoice	Description			Amount	
	1010701	Successor Agency review of PPA,	ROPS , and other advisory serv.		\$250.00	
	1011039	Successor Agency review of PPA,	ROPS , and other advisory serv.		\$1,700.00	
12880	11/15/2023		Accounts Payable	Shoeteria, Inc.		\$391.47
	Invoice	Description			Amount	
	0057281-IN	SAFETY SHOES FOR JUAN NUN	IEZ		\$200.00	
	0052169-IN	BOOTS FOR DARROW ATKINS			\$191.47	
12881	11/15/2023		Accounts Payable	Southland Transit, Inc.		\$48,942.88
	Invoice	Description			Amount	
	PROCTOBER-2023	PR DIAL A RIDE SERVICE OCTO	BER 2023		\$48,942.88	
12882	11/15/2023		Accounts Payable	Tanko Streetlighting, Inc		\$9,564.17
	Invoice	Description			Amount	
	69209	MAINTENANCE AND OPERATIO	N OF STREET LIGHTS OCTOBER T&M	1 2023	\$5,168.31	
	69201	MAINTENANCE AND OPERATIO	N OF STREET LIGHTS OCTOBER 2023	3	\$4,395.86	
12883	11/15/2023		Accounts Payable	United Rentals (North America), Inc		\$584.98
	Invoice	Description			Amount	
	222212391-001	FORKLIFT VARIABLE REACH			\$584.98	

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Number	Date	Description	Source	Payee Name		Transactior Amoun
12884	11/15/2023		Accounts Payable	Vulcan Materials Co.		\$327.60
	Invoice	Description			Amount	
	73822654	ASPHALT MAINTENANCE			\$163.30	
	73822655	ASPHALT MAINTENANCE			\$164.30	
12885	11/15/2023		Accounts Payable	Willdan Engineering		\$33,224.95
	Invoice	Description			Amount	
	00626327	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES THROUGH 08/25/23, PR GENERATOR UPGRADE			
	00419252	PROFESSIONAL SVCS THF	\$5,684.00			
	00419246	PROF SVCS THROUGH 09/2	29/23, PR SLURRY SEAL CM & INSF	PECTION	\$23,242.00	
	00419227	PROF SVCS THROUGH 09/2	29/23, ADA CITY HALL WEST PROJ	ECT	\$3,307.20	
12886	11/15/2023		Accounts Payable	So Calif Edison Company		\$44,017.87
	Invoice	Description			Amount	
	Import - 9575	ELECTRIC SVC-VARIOUS L	OCATION		\$44,017.87	
12887	11/17/2023		Accounts Payable	So Calif Edison Company		\$3,255.47
	Invoice	Description			Amount	
	Import - 9582	ELECTRIC SVC-VARIOUS L	OCATION		\$3,255.47	
12888	11/17/2023		Accounts Payable	So Calif Gas Company		\$1,749.24
	Invoice	Description			Amount	
	Import - 9583	GAS SVC-9122 WASHINGT	ON		\$1,749.24	

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Number	Date	Description	Source	Payee Name		Transactior Amoun
12889	11/17/2023		Accounts Payable	Frontier California		\$268.6 ⁻
	Invoice	Description			Amount	
	Import - 9584	Radio & Telecommunication			\$268.61	
12890	11/16/2023		Accounts Payable	So Calif Gas Company		\$303.38
	Invoice	Description			Amount	
	Import - 9579	GAS SVC-9201 WHITTIER BLVD			\$303.38	
12891	11/16/2023		Accounts Payable	Time Warner Cable		\$51.5
	Invoice	Description			Amount	
	Import - 9580	RADIO & TELECOMMINICATION			\$51.55	
12892	11/16/2023		Accounts Payable	Frontier California		\$124.10
	Invoice	Description			Amount	
	Import - 9581	Radio & Telecommunication			\$124.10	
12893	11/21/2023		Accounts Payable	Advanced Printing		\$728.1
	Invoice	Description			Amount	
	00881	2024 PARKING PERMITS			\$728.15	
12894	11/21/2023		Accounts Payable	Aqueous Vets, LLC		\$64,966.00
	Invoice	Description			Amount	

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Number	Date	Description	Source	Payee Name		Transaction Amount
	PS-INV103730	PFAS TREATMENT SVCS			\$64,966.00	
12895	11/21/2023		Accounts Payable	Basic Benefits LLC		\$425.92
	Invoice	Description			Amount	
	IN2911474	FMLA EASE PLUS SVC NOVE	MBER 2023		\$425.92	
12896	11/21/2023		Accounts Payable	BKF Engineers		\$10,045.17
	Invoice	Description			Amount	
	23101199	PROFESSIONAL SVCS 8/28/23	3-9/30/23, REGIONAL BIKEWAY		\$10,045.17	
12897	11/21/2023		Accounts Payable	Home Depot		\$472.43
	Invoice	Description			Amount	
	770977072	JANITORIAL SUPPLIES			\$472.43	
12898	11/21/2023		Accounts Payable	Kimley-Horn & Associates, Inc		\$1,417.09
	Invoice	Description			Amount	
	26306634	PROFESSIONAL SVCS THRO	UGH 10/31/23, PR HEU		\$1,417.09	
12899	11/21/2023		Accounts Payable	Mariposa Landscapes, Inc		\$232,761.25
	Invoice	Description			Amount	
	104142R	Amendment No 18-1825, Bever	ly Blvd. Median Landscape renovations		\$211,733.42	
	104925	LANDSCAPE SVCS OCTOBER	R 2023		\$21,027.83	

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lumber	Date	Description	Source	Payee Name		Transaction Amoun
2900	11/21/2023		Accounts Payable	Metro Builders & Engineers Group, Lto	ł	\$131,262.7
	Invoice	Description			Amount	
	597-13	PROFESSIONAL SVCS THR	OUGH 11/3/23, PFAS		\$138,171.35	
	597-13-A	PROFESSIONAL SVCS THR	OUGH 11/3/23, PFAS		(\$6,908.57)	
2901	11/21/2023		Accounts Payable	Nationwide Cost Recovery Services, L	LC	\$3,384.00
	Invoice	Description			Amount	
	PR M115-A	FORECLOSURE REGISTRA	TION FEES AUGUST 2023		\$752.00	
	PR M116-A	FORECLOSURE REGISTRA	TION FEES SEPTEMBER 2023		\$1,128.00	
	PR M117-A	FORECLOSURE REGISTRA	TION FEES OCTOBER 2023		\$1,504.00	
2902	11/21/2023		Accounts Payable	Patricia Saucedo		\$150.00
	Invoice	Description			Amount	
	COMSTP1109203-PS	COMMISSIONER STIPEND	FOR MEETING 11/09/23		\$75.00	
	COMSTP101823-PS	COMMISSIONER STIPEND	FOR MEETING 10/18/23		\$75.00	
2903	11/21/2023		Accounts Payable	S & S LaBarge Golf Inc		\$29,762.54
	Invoice	Description			Amount	
	314	PAYROLL 10/26/23-11/8/23			\$29,762.54	
2904	11/21/2023		Accounts Payable	TRC ENGINEERS, INC		\$427.8
	Invoice	Description			Amount	
	42144	PROFESSIONAL SVCS THR	OUGH 10/31/23, PR LANDSCAPE		\$427.83	

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transactior Amoun
12905	11/21/2023		Accounts Payable	Western Water Works Supply Cor	npany	\$532.03
	Invoice	Description			Amount	
	1247043-00	SUPPLIES FOR PRWA MAIN	TENANCE AND REPAIR		\$618.80	
	1246007-00	CREDIT TO ACCOUNT			(\$86.77)	
12906	11/21/2023		Accounts Payable	Willdan Engineering		\$23,018.25
	Invoice	Description			Amount	
	00626642	PROFESSIONAL SVCS THROUGH 10/27/23, TELEGRAPH BRIDGE REPAIR \$619.50				
	00626545	PROFESSIONAL SVCS THROUGH 9/29/23, PRESSURE RELIEF VALVE IMP \$2,733.00				
	00626570	PROFESSIONAL SVCS THROUGH 10/27/23, TRAFFIC ENG. SVCS \$6,269.25				
	00419254	PROFESSIONAL SVCS THRO	DUGH 9/29/23, REGIONAL BIKEWA	Y	\$13,396.50	
12907	11/15/2023		Accounts Payable	So Calif Gas Company		\$613.72
	Invoice	Description			Amount	
	Import - 9578	GAS SVC-9633 BEVERLY			\$613.72	
12908	11/21/2023		Accounts Payable	So Calif Edison Company		\$69,502.49
	Invoice	Description			Amount	
	Import - 9585	ELECTRIC SVC-7668 PASSO	NS		\$69,502.49	
12909	11/21/2023		Accounts Payable	Lowe's		\$5,674.47
	Invoice	Description			Amount	

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Payee Name	Source	Description	Date	Number
\$5,674.47		BUILDING MAINTANCE SUPP	Import - 9586	
US Bank Corporate Trust Services	Accounts Payable		11/21/2023	12910
Amount		Description	Invoice	
\$3,688,285.03		2021 SA TARBS	11/21/2023	
Office Depot	Accounts Payable		11/24/2023	12911
Amount		Description	Invoice	
\$2,035.57		Office Supplies	Import - 9782	
Time Warner Cable	Accounts Payable		11/24/2023	12912
Amount		Description	Invoice	
\$134.98		RADIO & TELECOMMINICATIO	Import - 9783	
US Bank Corporate Trust Services (CalCard)	Accounts Payable		11/27/2023	12913
Amount		Description	Invoice	
\$42,847.83		CalCard- October 2023	20231026	
So Calif Gas Company	Accounts Payable		11/28/2023	12914
Amount		Description	Invoice	
\$186.49		GAS SVC-9530 SHADE	Import - 9789	
Time Warner Cable	Accounts Payable		11/28/2023	12915
	\$5,674.47 US Bank Corporate Trust Services Amount \$3,688,285.03 Office Depot Amount \$2,035.57 Time Warner Cable Amount \$134.98 US Bank Corporate Trust Services (CalCard) Amount \$42,847.83 So Calif Gas Company Amount \$186.49	LIES \$5,674.47 Accounts Payable US Bank Corporate Trust Services Amount \$3,688,285.03 Accounts Payable Office Depot Amount \$2,035.57 Accounts Payable Time Warner Cable Amount S134.98 Accounts Payable US Bank Corporate Trust Services (CalCard) Amount \$42,847.83 Accounts Payable So Calif Gas Company Amount \$42,847.83	BUILDING MAINTANCE SUPPLIES \$5,674.47 Accounts Payable US Bank Corporate Trust Services Description Amount 2021 SA TARBS \$3,688,285.03 Accounts Payable Office Depot Description Amount Office Supplies \$2,035.57 Accounts Payable Time Warner Cable Description Amount RADIO & TELECOMMINICATION \$134.98 Accounts Payable US Bank Corporate Trust Services (CalCard) Description Amount CalCard- October 2023 \$42,847.83 Accounts Payable So Calif Gas Company Description Amount GAS SVC-9530 SHADE \$186.49	Import - 9586 BUILDING MAINTANCE SUPPLIES \$5.874.47 11/21/2023 Accounts Payable US Bank Corporate Trust Services Invoice Description Amount 11/21/2023 2021 SA TARBS \$3.668,286.03 11/24/2023 Accounts Payable Office Depot Invoice Description Amount Import - 9782 Office Supplies \$2.035.57 11/24/2023 Accounts Payable Time Warner Cable Invoice Description Amount Import - 9783 RADIO & TELECOMMINICATION \$134.99 11/27/2023 Accounts Payable US Bank Corporate Trust Services (CalCard) Invoice Description Amount 1127/2023 Accounts Payable US Bank Corporate Trust Services (CalCard) Invoice Description Anount 20231026 CalCard- October 2023 \$42,847.83 11/28/2023 Accounts Payable So Calif Gas Company Invoice Description Anount 10/2023 Accounts Payable So Calif Gas Company

AP Warrant Register

From Payment Date: 11/3/2023 - To Payment Date: 11/30/2023

Number	Date	Description	Source	Payee Name		Transaction Amoun
	Invoice	Description			Amount	
	Import - 9790	RADIO & TELECOMMINICAT	ION		\$428.43	
12916	11/29/2023		Accounts Payable	A & D Transportation, L.P.		\$530.5
	Invoice	Description			Amount	
	013171	EXCURSION TO CANOGA P	ARK, 11/05/23		\$530.50	
12917	11/29/2023		Accounts Payable	ABM Building Solutions, LLC		\$4,380.00
	Invoice	Description			Amount	
	18643720	HVAC MAINTENANCE			\$1,876.00	
	18646184	HVAC MAINTENANCE			\$2,504.00	
12918	11/29/2023		Accounts Payable	Advanced Printing		\$731.62
	Invoice	Description			Amount	
	00882	OFFICE SUPPLIES ENVELO	PES FOR HOUSING DEPT		\$731.62	
12919	11/29/2023		Accounts Payable	Aramark		\$375.00
	Invoice	Description			Amount	
	5860232124	UNIFORM RENTAL SVCS			\$375.00	
12920	11/29/2023		Accounts Payable	Avenu MuniServices, LLC		\$2,500.00
	Invoice	Description			Amount	
	INV06-017261	UUT JULY 2023-SEPTEMBE	R 2023		\$2,500.00	

AP Warrant Register

Transaction Amount		Payee Name	Source	Description	Date	Number
\$931.20		Cobian, Sr., Luis	Accounts Payable		11/29/2023	12921
	Amount			Description	Invoice	
	\$931.20		X MARTIAL ARTS, 10/04/23-11/29/23	NIPPON KEMPO AND MI	145163-145171	
\$307.20		Danielle Eileen Ruiz	Accounts Payable		11/29/2023	12922
	Amount			Description	Invoice	
	\$307.20		INNERS YOGA, 11/06/23-11/29/23	INSTRUCTOR FOR BEGI	145156	
\$2,245.48	(Delta Care)	Delta Dental	Accounts Payable		11/29/2023	12923
	Amount			Description	Invoice	
	\$2,245.48		MO) FOR NOVEMBER 2023	DENTAL SERVICES (DHM	BE005776732	
\$2,511.60	LLC (SoCa Arts)	Elysian Arts & Events, Ll	Accounts Payable		11/29/2023	12924
	Amount			Description	Invoice	
	\$2,511.60		COMBO, 10/17/23-11/28/23	BALLET JAZZ AND TAP C	145178-145181	
\$858.00	F.	GODINEZ, CHARLENE	Accounts Payable		11/29/2023	12925
	Amount			Description	Invoice	
	\$858.00		09/23-12/09/23	BROADWAY STARS, 10/0	145192-145193	
\$2,176.34		Home Depot	Accounts Payable		11/29/2023	12926
	Amount			Description	Invoice	

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transaction Amount
	772120143	JANITORIAL SUPPLIES			\$2,176.34	
12927	11/29/2023		Accounts Payable	l Copy, Inc (ibe digital)		\$109.14
	Invoice	Description			Amount	
	460599	MAINTENANCE AND TO	IER EQUIPMENT PRIME		\$18.19	
	460770	MAINTENANCE AND TON	\$18.19			
	460936	MAINTENANCE AND TON	IER EQUIPMENT FINANCE		\$36.38	
	460964	MAINTENANCE AND TOM	IER EQUIPMENT SENIOR CENTER		\$36.38	
12928	11/29/2023		Accounts Payable	JCL Traffic Services		\$1,182.99
	Invoice	Description			Amount	
	121708	TRAFFIC CONTROL MAT	ERIALS & STREET SIGNS		\$1,034.15	
	121824	TRAFFIC CONTROL MAT	ERIALS & STREET SIGNS		\$148.84	
12929	11/29/2023		Accounts Payable	Kimley-Horn & Associates, Inc		\$1,340.00
	Invoice	Description			Amount	
	26373675	PICO PARK RESTROOM	RENOV THROUGH OCTOBER 31,2023		\$1,340.00	
12930	11/29/2023		Accounts Payable	Lincoln Financial Group		\$1,464.20
	Invoice	Description			Amount	
	110123	SUPPLEMENTAL LIFE IN	SURANCE FOR NOVEMBER 2023		\$1,464.20	
12931	11/29/2023		Accounts Payable	Lu's Lighthouse Inc.		\$743.11

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transaction Amount
	Invoice	Description		•	Amount	
	01252010	SAFETY LIGHTS FOR WAT	TER VEHICLES		\$882.01	
	01251620	CREDIT TO ACCOUNT			(\$138.90)	
12932	11/29/2023		Accounts Payable	MSA-Dental Pool		\$9,415.5
	Invoice	Description			Amount	
	110123	DENTAL SERVICES (DPPC	0) FOR NOVEMBER 2023		\$9,415.59	
12933	11/29/2023		Accounts Payable	Nationwide Retirement Solutions		\$5,692.44
	Invoice	Description			Amount	
	112223	EMPLOYEE/EMPLOYER C	ONTRIBUTIONS FOR P/E 11/17/23 (4	01A)	\$5,692.44	
12934	11/29/2023		Accounts Payable	Nationwide RS		\$1,162.62
	Invoice	Description			Amount	
	112223	PEHP BENEFIT/DEDUCTIC	ON FOR P/E 11/17/23		\$1,162.62	
12935	11/29/2023		Accounts Payable	PRMPCEA		\$663.00
	Invoice	Description			Amount	
	112223	UNION DUES FOR P/E 11/	17/23		\$663.00	
12936	11/29/2023		Accounts Payable	Red Wing Shoe Store		\$600.00
	Invoice	Description			Amount	
	133-1-200575	SAFETY SHOES FOR JAM	ES RODRIGUEZ		\$200.00	

AP Warrant Register

Number	Date	Description	Source	Payee Name		Transactior Amoun
	702-1-16949	SAFETY SHOES FOR ERIN	RUIZ		\$200.00	
	8-1-140219	SAFETY SHOES FOR GER	RY BURIEL		\$200.00	
12937	11/29/2023		Accounts Payable	SEIU Local 721		\$1,654.13
	Invoice	Description			Amount	
	112223	UNION DUES FOR P/E 11/1	7/23		\$1,654.13	
12938	11/29/2023		Accounts Payable	Shoeteria, Inc.		\$1,164.54
	Invoice	Description			Amount	
	0052170-IN	SAFETY SHOES FOR IGNA	CIO SANDOVAL		\$199.43	
	0056801-IN	SAFETY SHOES FOR DAVI	D BETANCOURT		\$200.00	
	0057729-IN	SAFETY SHOES FOR MICH	AEL MENDOZA		\$200.00	
	0057156-IN	SAFETY SHOES FOR ALFR	EDO MACIAS		\$176.60	
	0057155-IN	SAFETY SHOES FOR ROBE	ERT NAVA		\$200.00	
	0057728-IN	SAFETY SHOES FOR GEO	RGE RAMOS		\$188.51	
12939	11/29/2023		Accounts Payable	Tanko Streetlighting, Inc		\$4,194.08
	Invoice	Description			Amount	
	69221	STREET LIGHT REPAIR SE	PT 2023		\$1,913.12	
	69222	STREET LIGHT REPAIR OC	TOBER 2023		\$1,140.48	
	69223	STREET LIGHT REPAIR SE	PTEMBER 2023		\$1,140.48	
12940	11/29/2023		Accounts Payable	The Lincoln National Life Insuranc	e Company	\$12,548.21

AP Warrant Register

From Payment Date: 11/3/2023 - To Payment Date: 11/30/2023

Number	Date	Description	Source	Payee Name	Transaction Amoun
	Invoice	Description		Amount	
	110123	GROUP LIFE, STD & LTD PREMIU	JMS FOR NOVEMBER 2023	\$12,548.21	
12941	11/29/2023		Accounts Payable	The Sherwin-Williams Co.	\$101.6
	Invoice	Description		Amount	
	1710-7	PAINT SUPPLIES		\$101.60	
12942	11/29/2023		Accounts Payable	Tristar Risk Management	\$3,450.0
	Invoice	Description		Amount	
	115207	GENERAL LIABILITY FEES DECE	MBER 2023	\$3,450.00	
12943	11/29/2023		Accounts Payable	Underground Service Alert of Southern California	\$253.1 ⁴
	Invoice	Description		Amount	
	1020230533	MONTHLY DATABASE TICKETS		\$179.75	
	23-241502	MONTHLY DATABASE TICKETS		\$73.39	
12944	11/29/2023		Accounts Payable	United Rentals (North America), Inc	\$176.4
	Invoice	Description		Amount	
	208638602-019	STORAGE CONTAINER TO MOVE	E FROM SMITH PARK TO RANCHO HS	\$176.40	
12945	11/29/2023		Accounts Payable	Vulcan Materials Co.	\$441.1
	Invoice	Description		Amount	
	73824989	ASPHALT FOR STREETS		\$164.30	

AP Warrant Register

From Payment Date: 11/3/2023 - To Payment Date: 11/30/2023

Number	Date	Description	Source	Payee Name		Transaction Amount
	73828809	ASPHALT FOR STREETS		-	\$165.32	
	73831469	ASPHALT FOR STREETS			\$111.49	
12946	11/29/2023		Accounts Payable	Western Water Works Supply Con	ipany	\$2,247.14
	Invoice	Description			Amount	
	1247579-00	MAINTENANCE SUPPLIES			\$2,247.14	
12947	11/29/2023		Accounts Payable	Willdan Engineering		\$18,400.00
	Invoice	Description			Amount	
	00230292	PROFESSIONAL SERVICES TH	ROUGH 10/31/23, PR INSPECTIONS		\$18,400.00	
12948	11/22/2023		Accounts Payable	Time Warner Cable		\$114.99
	Invoice	Description			Amount	
	Import - 9784	RADIO & TELECOMMINICATIO	N		\$114.99	
12949	11/22/2023		Accounts Payable	City of Pico Rivera		\$50.91
	Invoice	Description			Amount	
	Import - 9785	WATER SVC			\$50.91	
12950	11/22/2023		Accounts Payable	So Calif Edison Company		\$26,879.41
	Invoice	Description			Amount	
	Import - 9786	ELECTRIC SVC-7668 PASSON	S		\$26,879.41	

AP Warrant Register

From Payment Date: 11/3/2023 - To Payment Date: 11/30/2023

Transactic Amou		Device Nerro	Courses	Description	Date	Number
\$412.8		Payee Name Frontier California	Source Accounts Payable	Description	11/29/2023	12951
			,	Description		
	Amount			Description	Invoice	
	\$412.87			Radio & Telecommunication	Import - 9791	
\$110,074.2	Corporate Trust Services	US Bank Corporate Trus	Accounts Payable		11/14/2023	12952
	Amount			Description	Invoice	
	\$110,074.28	R NOV 2023	EVENUE BONDS, 1999 SERIES A FOR	PR WATER AUTHORITY R	11/14/2023	
\$265,834.3	on Trust, National Association	Wilmington Trust, Nation	Accounts Payable		11/15/2023	12953
	Amount			Description	Invoice	
	\$265,834.39	3	ARTICIPATION FOR NOVEMBER 2023	2018 CERTIFICATES OF P	130877-00011/23	
\$30,332.5	Barge Golf Inc	S & S LaBarge Golf Inc	Accounts Payable		11/30/2023	12954
	Amount			Description	Invoice	
	\$30,332.57		ctober 2023	Expense Reimbursement- C	313	
\$1,537. ⁻	California	Frontier California	Accounts Payable		11/30/2023	12955
	Amount			Description	Invoice	
	\$1,537.12			Radio & Telecommunicatior	Import - 9792	

Type EFT Totals:

\$5,816,688.29

AP Warrant Register

From Payment Date: 11/3/2023 - To Payment Date: 11/30/2023

Number	Date	Description	Source	Payee Name	Transactior Amoun
		···· •	000100		
CBC GenOpe	e - CBC General Op	perating Totals			
Grand Totals	S:				
		Checks		Tr	ansaction Amount
					\$2,335,900.67
		EFTs		Tr	ansaction Amount
					\$5,816,688.29
		All		Tr	ansaction Amount
					\$8,152,588.96



CITY COUNCIL

AGENDA REPORT

То:	Mayor and City Council
From:	City Manager
Meeting Date:	December 12, 2023
Subject:	SECOND READING – ADOPTION OF ORDINANCE NO. 1177 AMENDING THE PICO RIVERA MUNICIPAL CODE, ADDING CHAPTER 9.52 – SOCIAL HOST LIABILITY

Recommendation:

1. Adopt Ordinance No. 1177 to establish a Social Host Liability Ordinance.

Fiscal Impact:

The General Fund will be positively affected on those occasions wherein the social host penalties apply. The fines issued would be allocated to GL Account No. 100.00.0000-42050 (Administrative Citation).

Background:

At the November 14, 2023, City Council meeting, staff introduced an ordinance adding Chapter 9.52 Social Host Liability. The City Council approved and waived the first reading with an amendment to the level of fines imposed for violation of the chapter. The City Council recognized the importance of discouraging unruly gatherings that have the potential to escalate into violence and result in tragic outcomes, therefore, increasing the fine penalty.

The fines are amended as outlined below.

- (a) A first violation of this section shall be punishable by a \$3,000 fine.
- (b) A second violation within a 12-month period shall be punishable by a \$5,000 fine.
- (c) A third violation within a 12-month period shall be punishable by a \$5,000 fine.

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 SECOND READING – ADOPTION OF ORDINANCE NO. 1177 AMENDING THE PICO RIVERA MUNICIPAL CODE, ADDING CHAPTER 9.52 – SOCIAL HOST LIABILITY Page 2 of 3

Discussion:

A Social Host Ordinance is a law that holds adult individuals responsible for underage drinking at parties on property they own, lease, or otherwise control. The purchase, possession, or consumption of alcohol by minors in public or commercial settings is already prohibited under state law. However, state law does not prohibit youth consumption of alcohol on private property. Establishing a Social Host Ordinance can fill the gap in the law by providing law enforcement a tool to help address the problem of underage drinking at parties. The 2021-2022 California Healthy Kids survey of 11th graders in the El Rancho Unified School District reported that 23% of students found it "Very Easy" to obtain alcoholic beverages if they really wanted and 19% indicated "Fairly Easy." House parties and gatherings where excessive alcohol, marijuana and/or illegal substances are consumed among underage youth and young adults can lead to loud and unruly gatherings on private property, which disrupts the quiet enjoyment of neighboring residents.

The Pico Rivera Sheriff's Station received 853 calls for service for loud parties or music disturbing the peace between October 4, 2022, and October 4, 2023. Many of these calls were the result of illegal flyer parties that are advertised on social media and function as a make-shift club that charges admission, serves alcohol and often includes accessibility to illicit drugs. These events are marketed to patrons of all ages but focus on underage youth. In addition, these events lack supervision or security and have recently led to violent and often deadly outcomes for participants in this community.

The ordinance is consistent with ordinances passed by other California jurisdictions. The ordinance aims to prevent and reduce the prevalence of gatherings where alcoholic beverages, marijuana and illegal substances are served to or consumed by underage persons. In addition, the intent is to reduce the opportunity for violent and criminal activity that frequently results from parties and unruly gatherings. Furthermore, the ordinance assigns responsibility to those persons knowingly hosting, abetting, or allowing loud or unruly gatherings where excessive noise, traffic, obstruction of streets, service of alcohol to minors, public drunkenness, consumption of drugs, fights, disturbances of the peace, vandalism and litter may occur.

The ordinance includes exceptions to protect family and cultural events where parents or guardians give their permission for their children to take part in events which may involve the consumption of alcohol.

Environmental Analysis:

The ordinance is exempt from environmental review pursuant to the California Environmental Quality Act ("CEQA") Guidelines Section 15061(b)(3), the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 SECOND READING – ADOPTION OF ORDINANCE NO. 1177 AMENDING THE PICO RIVERA MUNICIPAL CODE, ADDING CHAPTER 9.52 – SOCIAL HOST LIABILITY Page 3 of 3

possibility that adding Chapter 9.52 Social Host Liability Ordinance will have a significant effect on the environment.

Conclusion:

Staff recommends that the City Council adopt Ordinance No. 1177 establishing Chapter 9.52 Social Host Liability. If adopted, Ordinance No. 1177 shall become effective 30 days after its adoption date.

Steve Carmona

SC:JG:ef:jj

Enclosure: 1) Ordinance No. 1177

ORDINANCE NO. <u>1177</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADDING CHAPTER 9.52 OF TITLE 9 OF THE PICO RIVERA MUNICIPAL CODE TO ENACT A SOCIAL HOST ORDINANCE REGULATING LOUD AND UNRULY GATHERINGS

WHEREAS, the City of Pico Rivera ("City"). Pursuant to the police powers delegated to it by the California Constitution, has the authority to enact laws which promote the public health, safety and general welfare of its residents; and

WHEREAS, the occurrence of loud or unruly gatherings on private property is a threat to the quiet enjoyment of property and to public health, safety, and welfare due to excessive noise, traffic, obstruction of streets, service of alcohol to minors, public drunkenness, consumption of drugs, fights, disturbances of the peace, vandalism and litter; and

WHEREAS, the occurrence of such gatherings on private property where alcoholic beverages, marijuana and illegal substances are served to or consumed by underage persons is harmful to underage persons themselves and a threat to public health, safety, quiet enjoyment of residential property and general welfare; and

WHEREAS, at times, law enforcement and other City personnel are called upon to respond, sometimes on multiple occasions, to loud and unruly parties. These gatherings are a burden on scarce City resources and can result in delayed responses to emergency calls and thereby reduce the public safety protection to the rest of the City; and

WHEREAS, state law prohibits minors under age 21 from purchasing, possessing or consuming alcohol and marijuana; and

WHEREAS, property owners and landlords have failed to prevent the occurrence or reoccurrence of loud and unruly gatherings on private property, which disrupts the quiet enjoyment of neighboring residents; and

WHEREAS, a study from the American Medical Association also shows underage drinking is a factor in nearly half of all teen car crashes which is the leading cause of death among teenagers and well-meaning parents often host drinking parties on behalf of their children, but these gatherings can quickly spiral out of control; and

WHEREAS, problems associated with loud or unruly gatherings, including those which serve alcoholic beverages, marijuana and other illegal substances to be consumed by partygoers, including underage persons, are difficult to prevent and deter unless the City has legal authority to direct the host or responsible person to disperse the gathering; and

ORDINANCE NO. <u>1177</u> Page 2 of 7

WHEREAS, control of loud and unruly gatherings on private property is necessary when such activity is determined to be a threat to the peace, health, safety, or general welfare of the public; and

WHEREAS, a "social host" is anyone who knowingly hosts parties where excessive noise, traffic, obstruction of streets, service of alcohol to minors, public drunkenness, consumption of drugs, fights, disturbances of the peace, vandalism and litter may occur on property that adults own, lease or otherwise control; and

WHEREAS, a social host ordinance assigns responsibility to those persons knowingly hosting, abetting or tolerating loud or unruly gatherings where excessive noise, traffic, obstruction of streets, service of alcohol to minors, public drunkenness, consumption of drugs, fights, disturbances of the peace, vandalism and litter may occur; and

WHEREAS, a social host ordinance will encourage persons to be more likely to properly supervise or stop such conduct at gatherings held on property under their possession or control; and

WHEREAS, the City Council of the City of Pico Rivera finds it is necessary and appropriate to take steps to protect public health and safety of residents of the City from the disruptions and potential dangers caused by loud or unruly gatherings.

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

SECTION 1. Incorporation of Recitals. The City Council for the City of Pico Rivera finds and declares the foregoing are true and correct and incorporates said recitals fully into this ordinance as substantive findings.

SECTION 2. Chapter 9.52 "Social Host Liability," of Title 9, "Public Peace, Morals and Welfare," is hereby added to the Pico Rivera Municipal Code as follows:

Title 9 PUBLIC PEACE, MORALS AND WELFARE Chapter 9.52 SOCIAL HOST LIABILITY

Sections

- 9.52.010 Purpose and Intent.
- 9.52.020 Definitions.
- 9.52.030 Social Host Liability.
- 9.52.040 Exceptions.
- 9.52.050 Notice to Responsible Person.
- 9.52.060 Penalties.

Section 9.52.010 Purpose and Intent.

The City Council finds and determined that parties held at private residences or at rented residential and commercial premises can result in illegal conduct including, but not limited to, excessive noise, traffic, obstruction of streets, service of alcohol to minors, public drunkenness, consumption of drugs, fights, disturbances of the peace, vandalism and litter, and are occasionally under the control of a person who knows or should know of the illegal conduct and fails to stop it. The City Council further finds and determines that persons who will be held responsible for abetting or tolerating such conduct will be more likely to properly supervise or stop such parties on property under their control. It is the purpose of this Chapter to impose liability on persons who control the property on which such parties occur who fail to properly supervise or stop them. It is the further purpose of this Chapter to protect the public health, safety and general welfare of the City of Pico Rivera.

Section 9.52.020 Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) "Alcoholic beverage" means and includes alcohol, spirits, liquor, wine, beer and every liquid or solid containing alcohol, spirits, wine or beer, and which contains one-half (½) of one percent (1%) or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.
- (b) "City" means the City of Pico Rivera.
- (c) "Illegal substance" means any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained, including prescribed drugs not being used for prescribed purposes or used by persons other than the person prescribed.
- (d) "Juvenile" or "minor" means any person under eighteen (18) years of age.
- (e) "Loud or Unruly Gathering" means any party or gathering of two or more persons at or on a residence or other private gathering of two or more persons at or on a residence or other private property upon which loud or unruly conduct occurs. Such loud and unruly conduct includes, but is not limited to:
 - a. excessive noise;
 - b. excessive traffic;
 - c. obstruction of public streets or crowds that have spilled into public streets;

- d. sale, service to or consumption of alcohol or alcoholic beverages by any underage person, except as permitted by state law;
- e. assaults, batteries, fights, domestic violence or other disturbances of the peace;
- f. vandalism;
- g. possession and/or consumption of alcoholic beverages and marijuana by minors;
- h. public intoxication or drinking in public;
- i. the service of alcoholic beverages and marijuana to minors
- j. trespassing;
- k. indecent exposure;
- I. possession and/or consumption of illegal substances
- m. possession of an illegal weapon;
- n. litter; and
- o. any other conduct which constitutes a threat to the public health, safety, quiet enjoyment of residential property or the general welfare.

A loud and unruly gathering shall constitute a public nuisance.

(f) "Marijuana" shall mean any and all parts of the cannabis plant, whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and every compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds or resin (including concentrated cannabis). The prohibition herein includes cannabis in any form including but not limited to cigarettes, vapor, food products containing cannabis or concentrated cannabis, and any other product of cannabis that can be smoked or ingested.

The term "marijuana" as defined here does not include a substance for which the individual found to have consumed or possessed such substance has a valid recommendation issued by a licensed medical practitioner consistent with State law.

- (g) "Owner" means any person or firm, association, organization, partnership, trust, business, corporation, company or entity who has a legal interest in the residence or other private property where a party, gathering or event at which underage consumption or ingestion of alcoholic beverages or marijuana occurs.
- (h) "Residence or other private property" shall mean a home, yard, apartment, condominium, hotel or motel room, or other dwelling unit, or a hall or meeting room, whether occupied on a temporary or permanent basis, whether occupied as a dwelling, party or other social function venue, and whether owned, leased, rented or used with or without compensation.

ORDINANCE NO. <u>1177</u> Page 5 of 7

- (i) "Responsible person" means a person or persons with a right of possession in the residence or other private property on which a loud or unruly gathering is conducted, including, but not limited to:
 - a. An owner of the residence or other private property;
 - b. A tenant or lessee of the residence or other private property;
 - c. The landlord of another person responsible for the gathering;
 - d. The person(s) in charge of the residence or other private property;
 - e. The person(s) who organizes, supervises, officiates, conducts, or controls the gathering or any other person(s) accepting responsibility for such a gathering.
- (j) "Underage person" is any person under the age of twenty-one (21).

9.52.030 Social Host Liability.

It shall be a violation of this Chapter, and a public nuisance constituting an immediate threat to public health and safety warranting summary abatement, for any responsible person to conduct or allow in a residence or other private property any party, gathering or event constituting a loud and unruly gathering pursuant to the definition in this Chapter where the responsible party knows or reasonably should know that a loud and unruly gathering is taking place, causing excessive noise, traffic, obstruction of streets, service of alcohol or marijuana to minors, public drunkenness, consumption of illegal substances, fights, disturbances of the peace, vandalism and litter, and other illegal activity. Prior knowledge of the gathering is not pre-requisite to a finding that any specific individual is a responsible person as defined by this section. In the event the responsible person is an underage person, then the underage person, and his / her parents or legal guardian, shall be jointly and severally liable for any penalties incurred pursuant to this Chapter.

9.52.040 Exceptions.

(a) This Chapter shall not apply to possession or consumption of an alcoholic beverage under the supervision of a parent or guardian in connection with a cultural or religious activity.

(b) The penalties provided by this Chapter shall not apply to an attendee at a gathering where underage drinking occurs is the individual who reports to law enforcement the underage drinking.

9.52.050 Notice to Responsible Person.

When a law enforcement officer makes an initial response to a party, gathering or event at which constitutes a loud and unruly gathering, the officer shall provide a written

ORDINANCE NO. <u>1177</u> Page 6 of 7

notice to all identified responsible persons at the time of the initial response. This notice shall include the following information:

- (a) The official has determined that there is a party, gathering or event at which any one of the prohibited acts listed in Section 9.52.020 (e) has been or is taking place;
- (b) The responsible person(s) will be fined for a violation of this Chapter;
- (c) If the condition is not abated and an additional response is required by law enforcement or emergency service providers, such as emergency personnel or fire, to abate the nuisance, the responsible person(s) will be billed for any response costs incurred;
- (d) The responsible person(s) are entitled to request a hearing to appeal the fine and response costs pursuant to the procedures set forth in the code;

9.52.060 Penalties for Violation.

It shall be a misdemeanor for any responsible person to knowingly conduct, aid, allow, permit, condone or otherwise facilitate a loud or unruly gathering at a residence or other private property.

In addition to law enforcement or emergency personnel response fines, fines for a violation of this Chapter shall be the following:

- (a) A first violation of this section shall be punishable by a \$3,000 fine.
- (b) A second violation within a 12-month period shall be punishable by a \$5,000 fine.
- (c) A third violation within a 12-month period shall be punishable by a \$5,000 fine.

Responding law enforcement officers may also issue an order requiring the gathering be disbanded and may cite and/or arrest any law violators under any other applicable ordinances and state statutes.

SECTION 3. Any provision of the City of Pico Rivera's Municipal Code inconsistent with the provisions of this ordinance, to the extent of such inconsistency and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

SECTION 4. The City Clerk shall certify the adoption of this Ordinance. The City Council hereby finds and determines that there are no newspapers of general circulation

ORDINANCE NO. <u>1177</u> Page 7 of 7

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 <u>12th</u> day of <u>December</u>, 2023.

Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)) § COUNTY OF LOS ANGELES)

I, <u>Cynthia Ayala</u>, City Clerk of the City of Pico Rivera, do hereby certify that the foregoing Ordinance No. <u>1177</u> was adopted at a regular meeting of the City Council of the City of Pico Rivera, held on <u>Tuesday</u>, <u>December 12</u>, 2023, with the following vote:

AYES: NOES: ABSENT: ABSTAIN:

Cynthia Ayala, CMC, City Clerk



CITY COUNCIL

AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: December 12, 2023

Subject:

SECOND READING - ADOPTION OF ORDINANCE NO. 1178 AMENDING ARTICLE I OF CHAPTER 8.16 NUISANCE ABATEMENT AND ADMINISTRATIVE CITATIONS OF THE PICO RIVERA MUNICIPAL CODE

Recommendation:

1. Adopt Ordinance No. 1178 amending Chapter 8.16 Nuisance Abatement and Administrative Citations of the Pico Rivera Municipal Code.

Fiscal Impact:

There is no fiscal impact to the General Fund.

Background:

On November 14, 2023, the City Council introduced and waived the first reading of Ordinance No. 1178 amending Chapter 8.16 Nuisance Abatement and Administrative Citations of the Pico Rivera Municipal Code.

The amendments to Section 8.16.010 serve to clarify the intent of the chapter, add property maintenance provisions, and add to the list of identified public nuisances. The purpose of the amendment and these subsequent changes is to continue to improve the quality of life for residents, business owners and property owners in the City of Pico Rivera (PRMC).

Discussion:

The City has a strong interest in a robust and consistent administrative process for citing code violators while promoting social, economic, and aesthetic welfare. Well-maintained properties eliminate blight, improve neighborhood relations, increase safety, and can lead to increased property values. The ordinance will allow the City to address a greater

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 SECOND READING - ADOPTION OF ORDINANCE NO. 1178 AMENDING ARTICLE I OF CHAPTER 8.16 NUISANCE ABATEMENT AND ADMINISTRATIVE CITATIONS OF THE PICO RIVERA MUNICIPAL CODE Page 2 of 2

variety of property maintenance issues to enhance and safeguard the City's community beautification and economic development efforts. The PRMC amendments are <u>double</u> <u>underlined</u> within Enclosure 1.

In addition, to aid the City's Code Enforcement Division in addressing common code violations, language was added to clarifying existing public nuisance violations. For example, currently the code requires the abatement of debris, rubbish, and trash visible only from the public right-of-way. The amendment would include that debris, rubbish, and trash visible from neighboring property and public right-of-way must be addressed.

Environmental Analysis:

The ordinance is exempt from environmental review pursuant to the California Environmental Quality Act ("CEQA") Guidelines Section 15061(b)(3), the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that amending Chapter 8.16 Nuisance Abatement and Administrative Citations will have a significant effect on the environment.

Conclusion:

Staff recommends the adoption of Ordinance No. 1178 amending Chapter 8.16 Nuisance Abatement and Administrative Citations. If adopted, Ordinance No. 1178 shall become effective 30 days after its adoption date.

Steve Carmona

SC:JG:ef:jj

Enclosure: 1) Ordinance No. 1178

ORDINANCE NO. <u>1178</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 8.16 OF TITLE 8 OF THE PICO RIVERA MUNICIPAL CODE TO INCLUDE PROPERTY MAINTENANCE PROVISIONS

WHEREAS, the City of Pico Rivera ("City") has the authority to protect the health, safety and welfare of the community, including the ability to protect and enhance the natural environment; and

WHEREAS, the City wishes to encourage the maintenance of well-kept properties and recognizes that property values and the general welfare of the community are founded in large part on the appearance, maintenance and safety of properties; and

WHEREAS, the addition of property maintenance provisions and clarification on circumstances that constitute a public nuisance will assist our Code Enforcement Division enforce the upkeep of properties and removal of public nuisances; and

WHEREAS, the City Council of the City of Pico Rivera finds it is necessary to improve and maintain quality of life for neighborhoods through the City.

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

SECTION 1. Incorporation of Recitals. The City Council for the City of Pico Rivera finds and declares the foregoing are true and correct and incorporates said recitals fully into this Ordinance as substantive findings.

SECTION 2. Section 8.16.010 "Public Nuisance" of Chapter 8.16 "Nuisance Abatement and Administrative Citations," of Title 8, is hereby amened as follows:

Title 8 HEALTH AND SAFETY Chapter 8.16 <u>PROPERTY MAINTENANCE</u>, NUISANCE AND ADMINISTRATIVE CITATIONS

Section 8.16.010 Property Maintenance and Public nuisance.

<u>It is the intent of this chapter to provide minimum property maintenance standards</u> to protect the livability, appearance, and social and economic stability of the city. The city finds that nuisance conditions, not limited to deteriorating buildings, overgrown vegetation and damaged property, are injurious to the public health, safety and welfare to residents and visitors of the city. Pursuant to the provisions of Section 38771 of the <u>Government</u> <u>Code</u> of the state, the city council does hereby find, determine and declare that the following conditions and circumstances constitute public nuisances which may be summarily abated in accordance with the provisions of this chapter.

- A. General Property Maintenance Provisions
 - 1. <u>All properties within the city shall be kept and maintained in a clean, neat, orderly, operable, and usable condition that is safe both to occupants and passers-by. This requirement applies to all portions of the property, buildings, portions of buildings, paving, fences, walls, landscaping, water, earth, any other structure or natural feature and the parkway.</u>
 - <u>2.</u> Structure Maintenance. All structures shall be maintained in a structurally sound, safe manner with a clean, orderly appearance. Any physical damage or deterioration (e.g., broken windows/doors, leaking roof, etc.), peeling paint, or other types of damage or deterioration shall be repaired as soon as possible. All buildings, structures, and paved areas shall be kept and maintained in a manner to not detract from the appearance of the immediate neighborhood or district, and to protect the health, safety and welfare of the user, occupant, and the public.
 - 3. Landscape Maintenance. Yards and setback areas shall be landscaped consistent with Chapter 13.90, and shall be permanently maintained in a neat and orderly manner and substantially free of weeds, debris and dead, diseased or dying vegetation and broken or defective decorative elements of the landscaped area. Foliage throughout the property shall be mowed, groomed, trimmed, pruned and adequately watered so as to maintain healthy growing conditions and not detract from the appearance of the immediate neighborhood. Irrigation systems shall be maintained to prevent public health or safety hazards.
 - <u>4.</u> <u>Maintenance of Parking and similar areas. Parking, loading, storage, driveway, vehicle maneuvering areas, and paved surfaces shall be kept and maintained so as not to detract from the appearance of adjacent properties. Areas shall be kept in a neat and clean condition, free of trash, debris or rubbish, and free of standing water, oil stains, cracks exceeding one-half inch in width, lifting exceeding one-half inch, and/or broken areas. Parking space and pavement striping and signs shall be repainted, refurbished and/or replaced when they become faded, damaged, or destroyed to an extent that they are no longer effective. All obsolete parking space and pavement striping and signs shall be repainted, refurbished, and/or replaced to reduce confusion to drivers and pedestrians.</u>
- B. A. Property Public Nuisance.

<u>The characteristics and conditions to consider in determining a public nuisance in</u> <u>violation of this section shall include, but not be limited to, the following:</u>

1. Property, the topography or configuration of which, whether a natural state or as a result of grading operations, causes or will cause erosion, subsidence or surface

ORDINANCE NO. <u>1178</u> Page 3 of 8

water runoff problems which will or may be injurious to the public health, safety and welfare or damaging to adjacent or nearby properties;

2. Overgrown vegetation (such as grass over six inches in height), dead, decayed, diseased or hazardous trees, weeds and other vegetation likely to harbor rats, vermin or nuisances or which may be a fire hazard; or that encroaches into the public right-of-way so as to interfere with pedestrian or auto traffic or interfere with the public welfare;

3. Storing, discharging, holding, handling, maintaining, using or otherwise dealing with hazardous substances, as defined by applicable state or federal laws or regulations:

a. In violation of federal, state or local law or regulations,

b. In such a manner to affect in any way air or water quality, or

c. In such a manner as to create an identifiable risk of accidental release of the substances;

4. Keeping any animal including, but not limited to reptiles, or insects in such a manner as to pose a threat, disturbance or danger or menace to persons or property of another or in a public right-of-way;

5. Outside storage of any of the following:

a. Debris, rubbish and trash visible from public right-of-way <u>and neighboring</u> <u>property</u>,

b. Broken or discarded household furnishings, appliances, boxes and cartons, lawn maintenance equipment, play equipment, toys and similar materials,

c. Building materials not being used to work on the property under a valid, open building permit,

d. Wrecked or inoperable appliances, equipment, machines, tools and similar materials,

e. Materials or items of any nature not part of any approved roof structure placed, installed or stored on rooftops when visible from the public right-of-way or from neighboring property;

6. Attractive nuisances (those objects which, by their nature, may attract children or other curious individuals) including, but not limited to, unprotected and/or hazardous pools, stagnant water, ponds, iceboxes, refrigerators or excavations;

<u>7. Graffiti (permitting or allowing any graffiti to remain on any building, wall, fence or structure for a duration longer than 48 hours).</u>

<u>8.</u> Clothes lines in a front yard or areas other than on the ground floor level and within the area to the rear of the rearmost building;

<u>9.</u> Garbage or trash cans or containers stored in front or side yards and visible from public streets, or which cause offensive odors;

<u>10.</u> Depositing, accumulating, or collecting of refuse unless placed in the appropriate refuse container provided by the city. Depositing of human waste on the property, dumping or depositing of refuse on public or private property without a city permit, any violation of Chapter <u>8.12</u> of the municipal code;

<u>11.</u> Keeping, operating or maintaining any machinery which, emits an objectionable odor, or by reason of its dust, exhaust or fumes creates a health or safety hazard;

<u>12.</u> Allowing any unlawful condition or activity to exist on any property;

<u>13.</u> Permitting sewage or grease to overflow from clogged sewer lines and/or building drain lines;

<u>14.</u> Conducting an activity or event without a permit from the city when a permit is required under the Pico Rivera Municipal Code to conduct such activity or event;

<u>15.</u> Any front yard, parkway, or landscaped setback area which lacks turf, other planted material, decorative rock, bark, or planted ground cover or covering;

<u>16.</u> Property in which required yard areas are not landscaped in accordance with the landscape requirements as set forth in Section <u>18.42.050</u>(B)(20);

<u>17.</u> Lighting which directly shines on neighboring lots or is directed off-site from the property meant to be served;

<u>18.</u> Operating an unpermitted business or activity;

<u>19.</u> Furniture, other than lawn or patio furniture which is constructed of waterproof materials originally intended and commonly thought of as being for outdoor use, located on porches, front or side yards, or visible from a public right-of-way or neighboring property;

<u>20.</u> Accumulations of grease, oil, auto fluids, hazardous chemicals or materials on driveways, yards, fences or buildings; or allowing such materials to migrate underground or flow into the public right-of-way or neighboring property;

ORDINANCE NO. <u>1178</u> Page 5 of 8

<u>21.</u> Temporary or non-permanent coverings or structures located in required front, side or rear yard areas, that have not been issued a Planning or Building Permit by the city;

<u>22.</u> Abandoned service stations as defined in Section 18.40.050(C)(19)(n) of the Pico Rivera Municipal Code;

<u>23.</u> Parking, storage or repair of buses, tow trucks, construction vehicles, tractor trailers, trailers or any other commercial vehicle of any type or description in any residential zone or on any commercially zoned property without zoning approval, except for the deliveries and the performances of work requested by an occupant of the residentially zoned property;

<u>24.</u> Failing to satisfy or violating any condition associated with or imposed in connection with an approval relating to land, while making use of the special entitlement granted by such permit, including, but not limited to, variances, conditional use permits, subdivisions and site plans;

<u>25.</u> Maintenance of premises in such manner as to violate the Los Angeles County Public Health Code as adopted at Pico Rivera Municipal Code, Chapter <u>8.08</u>. As used herein, "premises" means and includes real property, landscaping, trees, bushes, fences, buildings, fixtures, structures, and any other improvement to real property, and the outside storage of personal property.

B. Structures. Structures or buildings, both permanent and temporary, or other lot improvements, which are subject to any of the following conditions:

<u>C. Nuisances Affecting Structures and Structural Components. Structures or</u> <u>building, both permanent and temporary, or other improvements, including, but not limited</u> <u>to, walls, fences, pools, slabs and utility extensions, which exhibit any of the following</u> <u>conditions are deemed to be a nuisance.</u>

1. Constitute a fire hazard as determined by the fire marshal;

2. Have faulty weather protection including, but not limited to, crumbling, cracked, missing, broken, or loose exterior plaster or other siding (including lack of paint or other protective finish), deteriorated or unsound roofs, foundations or floors, broken or missing windows, window screens or doors;

3. A building or structure which is not completed and for which the permit for such construction has expired. In the case of structures which do not require a permit, an incomplete state of construction of six months of more;

<u>4. Are abandoned, partially destroyed or left in a state of partial construction</u> and where the appearance or other conditions of any such building or structure substantially detracts from the appearance of the immediate neighborhood.

ORDINANCE NO. <u>1178</u> Page 6 of 8

5. A building or structure that has been boarded up for a period of six months or longer;

<u>6.</u> Unoccupied or abandoned buildings which have been left unlocked or otherwise open or unsecured from intrusion by persons, animals or the elements;

<u>7.</u> Fences or walls which violate zoning regulations regarding height, or which are in a hazardous or unsafe condition, or which are in disrepair, or the elements;

<u>8.</u> Signs, which advertise uses no longer conducted or products no longer sold on the premises, except where such signs are legally permitted;

<u>9.</u> Signs, both on-site and off-site (including billboards), which are otherwise lawful but maintained in a deteriorated condition;

<u>10.</u> Temporary signs which advertise or are related to events which have already taken place;

<u>11.</u> A building or structure that is marked or defaced with spray paint, dye or like substance in a manner commonly described as graffiti, for four or more calendar days;

12. Allowing any unlawful condition or activity to exist in a structure;

<u>13.</u> Any building, facility, equipment, device or structure in a condition that would constitute a substandard, dangerous conditions as defined in the Pico Rivera Building Code;

<u>14.</u> Any building or structure which is partially destroyed, damaged, vacant or abandoned for more than six months;

<u>15.</u> Unpermitted or illegal signs not in compliance with Chapter <u>18.46</u> of the Pico Rivera Municipal Code;

<u>16.</u> Unpermitted or illegal structures or storage containers;

<u>17.</u> Unpermitted or otherwise illegal fencing including all barbed wire;

<u>18.</u> Maintenance or premises so out of harmony or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use or property values of such adjacent properties;

<u>19.</u> Property maintained (in relation to others) so as to cause depreciated values, impaired investments, or social and economic maladjustments;

<u>20.</u> Any building, sign or structure erected, reconstructed, or structurally altered, or any building, sign, structure or land used in any manner contrary or in violation of the

ORDINANCE NO. <u>1178</u> Page 7 of 8

terms and provisions of the zoning ordinance of the city contained in Chapter <u>18.18</u> of this code;

<u>21.</u> Any nonconforming building or use which has been terminated by discontinuance or operation of law;

<u>22.</u> Any encroachment on any public dedicated or acquired sidewalk, street, alley, lane, court, park, or other public place, including, but not limited to, those described in Section <u>12.36.020(B)</u>. (Ord. 946 § 1, 2000)

SECTION 3. Any provision of the City of Pico Rivera's Municipal Code inconsistent with the provisions of this ordinance, to the extent of such inconsistency and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 4. The City Clerk shall certify the 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.

[Signatures on the following page]

ORDINANCE NO. <u>1178</u> Page 8 of 8

APPROVED AND ADOPTED this <u>12th</u> day of <u>December</u>, 2023.

Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)) § COUNTY OF LOS ANGELES)

I, <u>Cynthia Ayala</u>, City Clerk of the City of Pico Rivera, do hereby certify that the foregoing Ordinance No. <u>1178</u> was adopted at a regular meeting of the City Council of the City of Pico Rivera, held on <u>Tuesday</u>, <u>December 12</u>, <u>2023</u>, with the following vote:

AYES: NOES: ABSENT: ABSTAIN:

Cynthia Ayala, CMC, City Clerk

AGENDA REPORT



CITY COUNCIL

То:	Mayor and City Council
From:	City Manager
Meeting Date:	December 12, 2023
Subject:	SECOND READING - ADOPTION OF ORDINANCE NO. 1179 AMENDING CHAPTER 3.20 (PURCHASING) OF THE PICO RIVERA MUNICIPAL CODE

Recommendation:

1. Adopt Ordinance No. 1179 amending Chapter 3.20 (Purchasing) of the Pico Rivera Municipal Code (PRMC).

Fiscal Impact:

There is no fiscal impact to the General Fund associated with the proposed actions.

Discussion:

On November 14, 2023, the City Council introduced and waived the first reading of Ordinance No. 1179 amending Chapter 3.20 (Purchasing) of the PRMC.

Proposed Changes to Chapter 3.20 (Purchasing)

The proposed amendments to PRMC Chapters 3.20 (Purchasing) and new proposed Procurement Policies and Procedures outline the exemptions for competitive bidding/selections such as emergency purchasing, sole source purchasing, contracts with other government agencies, and cooperative or piggyback purchasing. Below is the revised language to the Municipal Code, Section 3.20.030 (additions in <u>Underline</u>):

3.20.030 Exemptions from chapter application.

The provisions of this chapter shall not apply in respect to the purchase of supplies, <u>services</u>, and equipment in the following circumstances:

D. Cooperative or piggyback purchasing:

1. Where the city council, by contract or resolution, or both, transfers the authority to make purchase of supplies, <u>services</u>, and equipment, whether blanket authority or single

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 SECOND READING - ADOPTION OF ORDINANCE NO. 1179 AMENDING CHAPTER 3.20 (PURCHASING) OF THE PICO RIVERA MUNICIPAL CODE Page 2 of 2

purchases, to another governmental agency, or officer thereof, pursuant to lawful authority, and where such other governmental agency or officer, in the purchase of supplies and equipment, follows to the satisfaction of the purchasing officer policies and procedures in compliance with the provisions of Sections 54201 through 54204 of the Government Code. In the event of the transfer of blanket authority in respect to such purchase of supplies or equipment pursuant to this section, the purchasing officer, as defined in this chapter, shall remain the purchasing officer of the city, and the other office or agency performing the services shall be designated the purchasing agent. In such an event, the purchasing officer of the city may authorize purchases through said purchasing agent in accordance with the authority vested in him or her by the city council;

2. The purchase of equipment, <u>services</u>, and supplies through the Department of General Services pursuant to Section 10324 of the Public Contracts Code;

These adjustments enable City staff to procure in a responsible, transparent, efficient, effective, and accountable manner.

Conclusion:

Staff recommends the adoption of Ordinance No. 1179 amending Chapter 3.20 (Purchasing) to conform to the Procurement Policies and Procedures of Resolution No. 7155 (Enclosure 2). Staff should adhere to them to handle procurement needs responsibly and ethically while also maximizing the use of public funds.

Steve Carmona

SC:AG:JG:ep

Enclosures: 1) Ordinance No. 1179 Amending PRMC Chapter 3.20 2) Resolution No. 7155 Procurement Policies and Procedures/Exhibit A

ORDINANCE NO. <u>1179</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 3.20 (PURCHASING) OF THE PICO RIVERA MUNICIPAL CODE

WHEREAS, the City's existing Purchasing Municipal Code was last revised and adopted by the City Council on November 9, 2021, with Ordinance No. 1151; and

WHEREAS, an amendment to Chapter 3.20 (Purchasing) to the Pico Rivera Municipal Code (PRMC) is necessary to increase the procurement thresholds to align with the Federal and State practices of adjusting the procurement thresholds periodically for inflation and efficiency; and

WHEREAS, an amendment to Chapter 3.20 (Purchasing) is also necessary to standardize citywide procurement policies and procedures; and

WHEREAS, pursuant to sections 54201 through 54204 of the California Government Code, policies and procedures that govern the purchase of supplies and equipment must be adopted by an ordinance; and

WHEREAS, the City Council considered, concurrently herewith, a resolution adopting Procurement Policies and Procedures to assist with their standard implementation citywide.

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 the Ordinances is based upon the following findings.

A. The recitals set forth above are incorporated herein as part of the findings.

B. An amendment to Chapter 3.20 ("Purchasing") is consistent with the General Plan as they provide and maintain efficient services which strive to be responsive to the public needs.

C. Based on the above, the City Council determines that the Ordinance contained herein is necessary and in the public's best interest.

<u>SECTION 2</u>. Amendment. Sections **3.20.030** ("Exemptions from chapter application"), of Chapter 3.20 ("Purchasing"), Title 3 ("Revenue and Finance"), is hereby amended to read as follows (additions in <u>Underline</u>):

3.20.030 Exemptions from chapter application.

The provisions of this chapter shall not apply in respect to the purchase of supplies, <u>services</u>, and equipment in the following circumstances:

A. Emergency: As defined in CPCC Section 22035, in case of emergency when repair or replacements are necessary, the city may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the city, by contractor, or by a combination of the two. The day labor includes the use of maintenance personnel employed on a permanent or temporary basis. The procurement must be reported to Council at the next Council Meeting for ratification if the amount has been subject to approval of the City Council.

B. Sole source purchasing: The city may dispense with the bidding requirements if it finds that the supplies, services, or equipment are unique because of their quality, durability, availability, or fitness for a particular use and are available only from one (1) source, or, if available from more than one (1) source, can be purchased from the manufacturer or service provider for a lower price. The sole source form has to be reviewed and signed off by the appropriate authority outlined in 3.20.210.

C. Contracts with other government agencies for supplies, services, and equipment.

- D. Cooperative or piggyback purchasing:
 - 1. Where the city council, by contract or resolution, or both, transfers the authority to make the purchase of supplies, <u>services</u>, and equipment, whether blanket authority or single purchases, to another governmental agency, or officer thereof, pursuant to lawful authority, and where such other governmental agency or officer, in the purchase of supplies and equipment, follows to the satisfaction of the purchasing officer policies and procedures in compliance with the provisions of Sections 54201 through 54204 of the Government Code. In the event of the transfer of blanket authority in respect to such purchase of supplies or equipment pursuant to this section, the purchasing officer, as defined in this chapter, shall remain the purchasing officer of the city, and the other office or agency performing the services shall be designated the purchasing agent. In such an event, the purchasing agent in accordance

with the authority vested in him or her by the city council;

2. The purchase of equipment, <u>services</u> and supplies through the Department of General Services pursuant to Section 10324 of the Public Contracts Code;

3. The purchase is made by, through, or in concert with another public agency provided the other public agency makes such purchase in accordance with the state laws or local rules and regulations governing such purchase for the other public agency. (Ord. 938 § 1, 1999; prior code § 2702)

SECTION 3. CEQA. Pursuant to Section 15061(c)(2) of the California Environmental Quality Act (CEQA) Guidelines, the City Council funds that adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment and therefore is not subject to CEQA. Additionally, pursuant to Section 15060(c)(3) the activity is not a "project" as defined in Section 15378 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 the 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.

ORDINANCE NO. <u>1179</u> Page 4 OF 4

APPROVED AND ADOPTED this <u>12th</u> day of <u>December</u>, 2023.

))§

)

Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I, <u>Cynthia Ayala</u>, City Clerk of the City of Pico Rivera, do hereby certify that the foregoing Ordinance No. <u>1179</u> was adopted at a regular meeting of the City Council of the City of Pico Rivera, held on <u>Tuesday</u>, <u>December 12</u>, <u>2023</u>, with the following vote:

AYES: NOES: ABSENT: ABSTAIN:

Cynthia Ayala, CMC, City Clerk

RESOLUTION NO. 7155

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING NEW CITYWIDE PROCUREMENT POLICIES AND PROCEDURES

WHEREAS, the City is required, under California Government Code section 54201 through 54204, to adopt, by ordinance, policies and procedures that govern the purchase by the local agency; and

WHEREAS, on June 4, 1985, the City Council adopted Ordinance No. 32 establishing policies and procedures governing the purchase by the City; and

WHEREAS, the City's procurement policies and procedures were last revised in 2013 and since then, several developments have been made requiring amendments to Chapter 3.20 (Purchasing) of the Pico Rivera Municipal Code (PRMC); and

WHEREAS, as part of the City's continuing effort to enhance the City's fiscal and operational practice, a revised Procurement Policies and Procedures (the Policy), (Attachment "A") has been developed and submitted to the City for review; and

WHEREAS, concurrently herewith, the City Council considered and an Ordinance as required by Section 54201 et seq. of the California Government Code.

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

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

SECTION 2. The City Council finds that the proposed Policy, attached hereto in substantial form, is consistent with the General Plan as they provide and maintain efficient services which strive to be responsive to the public needs.

SECTION 3. The City Council hereby approves and adopts the Policy.

SECTION 4. City Clerk shall attest to the passage of this resolution and it shall thereupon be in full force and effect.

APPROVED AND PASSED this 9th day of November, 2021.

Raul Cles Raul Elias, Mayor

RESOLUTION NO. 7155 Page 2 of 2

ATTEST:

APPROVED AS TO FORM:

Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:	Camacho, Lara, Lutz, Sanchez, Elias
NOES:	None
ABSENT:	None None None and the sale of the method of the sale
ABSTAIN:	None None
ADOTAIN.	hone based of the Plant Manager Manager of the tensor of t

WMEREAS, as part of the City's continuing effort to enhance the City's fiscal struktures are particles. A revised Producement Policies and Procedures the Policies and Procedures the Policies are revised for the Policies and Policies and Procedures the Policies are revised and submitted to the City for myley, and

WHEREAS, concatently nerewith, the City Council considered and or Ordinance as lequired by Section 54201 et seq. of the California Government Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Plac Rovers 15

<u>SECTION 1.</u> The above module are true and correct and incorporated herein by reference

SECTION 2. The City Council finds that the processed Policy, affact and hereto in a chotandal form, is consistent with the General Plan as they provide and maimain ediction service's which serve to be responsive to the public meeds.

SECTION 3. The Only Council hereby approves and a least for Policy

SPUTION 4. One Ofers shall attest to the passage of this resolution and it shall because be in bit force and affect.

A PROVIDE A SEED HIS 9" day of November 2021



Procurement Policies and Procedures

References

City of Pico Rivera Municipal Code: Title 3 Revenue & Finance: 3.20 Purchasing City of Pico Rivera Municipal Code: Title 3 Revenue & Finance: 3.48 Informal Bidding for Public Projects

California Public Contract Code (CPCC) – Public Projects Only

California Uniform Public Construction Cost Accounting Act (UPCCAA) – Public Projects Only

California Constitution Article XVI Public Finance

Office of Management and Budget (OMB) Uniform Guidance 2 Code of Federal Regulations (CFR) Subtitle A, Chapter 2, Part 200, Subpart D, Section 200.318-327

Purpose

The purpose of this manual is to establish guidelines for the solicitation and selection of all procurement contracts entered into by the City of Pico Rivera (City). The procurement process is designed to ensure that citizens of the City receive maximum value for their tax dollars. City employees exercise care to avoid any situation or practice that may appear improper and always endeavor to obtain the maximum value for each dollar expended.

The City staff strives to conduct all purchasing transactions with fairness and give all qualified vendors equal opportunity while demanding truth and honesty in the procurement process at all times.

ATTACHMENT "A"

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Policies

Code of Conduct

The City must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the City may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the City.

Fair Competition

The City staff must discharge their duties impartially to assure fair competition among responsible vendors. All vendors will be treated equally and fairly at all times by the City staff, with equal information given to each vendor who participates in the procurement process. Prequalified lists of persons or firms, or products use in acquiring goods or services, and to be kept current and include enough qualified sources to ensure maximum open and fair competition.

Purchasing Items with Recycled Content

In accordance with Section 22150-22154 of the California Public Contract Code and SB 1383 Article 12 Regulations, the City shall purchase recycled products instead of non-recycled products whenever recycled products are available at the same or a lesser total cost than non-recycled items if fitness and quality are equal.

Purchasing Items with ADA-Compliant Content

Because each department will have expertise specific to the supplies, services, and equipment it requests, it shall be at the discretion of each department requester to determine whether any particular product or service meets both the ADA criteria and the essential needs of the residents of the City.

Other Consideration for Purchases

Per California Constitution Article XVI Public Finance Section 6, prior to making any expenditures that benefits a City employee, City officer, or private party, the City has to consider whether such expenditure constitutes a valid public purpose of the City, document the City Council's deliberation and determination that the expenditure constitutes a valid public purpose for the city, and decline to authorize any expenditures that do not constitute a valid public purpose of the City.

Procedures

DOS AND DON'TS

DOS

- □ Follow Informal Bidding for Public Projects Municipal Code (3.48) for Public Project procurement.
- □ Utilize a contract to purchase general services and professional services of any amount (other than personal services defined in PRMC 3.20.105).
- Departments must use the required legal approved templates for formal bids and Request for Proposals (RFP).
- Departments must use the required legal approved templates and compliance checklist from the City Clerk's office to create an agreement or contract.
- Departments are to complete each agreement or contract in its entirety to include a completed scope of services before seeking final approval from the legal department.
- Once the City Clerk's office receives an approved legal document, the City Clerk shall submit the completed and signed document back to the requested department for future processing.
- Department must obtain Risk Management's approval of a vendor's insurance or Risk Management's notice that the insurance is not applicable.
- Department must obtain approvals from the appropriate authority for an agreement or contract.

DON'TS

- Do not circumvent established single purchase limits by splitting procurement transactions into small units that are artificially devised to avoid the bidding requirements and other procedures applicable to larger unit transactions.
- Do not circumvent established single purchase limits by changing orders to avoid the bidding requirements and other procedures applicable to higher approval limits.
- Do not participate in or work on a procurement if there is a real or apparent conflict of interest.
- Do not use sole source procurement when competitive solicitation procedures like sealed bids or competitive proposals are applicable or practicable.
- Do not pay vendor invoices with the City-issued Cal-Card.
- □ Do not pay vendor invoices with the City petty cash.

Summary

General provisions: The City's Municipal Code 3.48 (Informal Bidding for Public Projects) follows the California Uniform Public Construction Cost Accounting Act (UPCCAA) and sets forth the procurement requirements and bidding limits for Public Projects, and the City's Purchasing Municipal Code (PRMC 3.20) has established the following expenditure thresholds that determine which procedures are used for **non-Public Projects**:

Purchases less than \$5,000

- □ No PO is required
- □ Invoice approved by the Department Head

Informal Competitive – \$5,000 to \$29,999

- □ Written scope of work or specifications
- □ Three quotes or a sole source form approved by the Department Head and Finance Director

Formal Competitive – Purchases equal to or above \$30,000

- □ Formal solicitation document (invitation for bid or RFP)
- □ Recommendation for award memo with **one of the following**:
 - Actual bids and bid tabulation
 - Proposals and the signed evaluation results
 - Sole source form approved by the City Manager for purchases from \$30,000 to \$49,999
- □ The City Manager approves purchases up to \$49,999
- □ The City Council approves all Purchases equal to or over \$50,000 by a final staff report or a council resolution

All city purchases require insurance approved by Risk Management unless Risk Management determines that insurance is not applicable.

Exemptions: The competitive bidding or competitive selection procedures and requirements may be dispensed with any of the following purchases:

- □ Emergency
- □ Sole source purchasing
- □ Contracts with other government agencies
- □ Cooperative or piggyback purchasing
- Personal and professional services less than \$50,000 if the procurement does not include any federal funding

Compliance with federal and state requirements: The competitive bidding procedures and requirements may be different for the following:

- □ Procurement with federal or state grants
- □ Public projects

For purchases from \$5,000 to \$29,999:

- The Soliciting Department prepares written specifications that explain the requirements for the purchase and how the vendor will be selected.
- The Soliciting Department needs to discuss the specifications with Risk Management to determine if insurance is required.
- Informal quotes may be obtained in writing. The department should solicit at least three vendors via email or fax. The solicitation should include a due date.
- The Soliciting Department collects at least three quotes and reviews them to make sure that department requirements are met.
- The department prepares the bid sheet explaining the selection and any additional distinctions for the purchase, including non-responsive vendors.
- The Sole Source form must be reviewed/approved by the Finance Director.
- Insurance must be approved by Risk Management, or notice must be sent from Risk Management that insurance is not applicable. Soliciting departments should not assume that insurance is not applicable.

For purchases of \$30,000 or more:

If no exemptions or special federal and/or state requirements are applicable, the City uses competitive bidding or competitive selection for purchases of \$30,000 or more. The City Manager may approve purchases up to \$49,999. The City Council approves all purchases equal to or over \$50,000 using a final Staff Report or a Council Resolution.

Competitive Bidding is used to procure supplies, general services, and equipment valued at \$30,000 or more. It is a price-only selection process where the contract is awarded to the lowest Responsive and Responsible bidder. Responsiveness relates to whether a bidder has met the requirements of the City's specifications. Responsibility relates to the bidder's general business standing, such as financial stability, performance on prior contracts of a similar nature, and so on.

Pre-bid meetings may be held to answer questions related to bids. These meetings may be voluntary or mandatory. The meeting requirements cannot be changed, made mandatory, and/or used in an evaluation process after the bid has been posted.

Formal Competitive Bid Guidelines

Defining your need and market research: Ensure that there is an understanding and agreement on the result you are buying. If there is a "knowledge gap" about your procurement or the industry from which you're buying, then conduct market research.

Developing and approving solicitation documents:

- Ensure that you provide a complete set of specifications or scope of work for your procurement.
- Utilize the latest boilerplates available.
- Ensure that you account for all necessary work or line items in your procurement.
- If your procurement is grant-funded, ensure that the granting agency requirements, including the solicitation threshold amounts, are met.
- The City Attorney must approve formal solicitations.
- The Notice Inviting Bids provides information regarding:
 - The type of contract being issued;
 - Where the specifications can be obtained;
 - The date and time at which responses are due and will be opened.
- Any bid received after the stated deadline will not be accepted. At the time of bid opening, which is usually held in the City Clerk's Office, each bid is opened, and the respective bid prices are read aloud.

Evaluation Guidelines for Competitive Bids

The guidelines listed below comprise best practices and specific instructions from the City's Purchasing Municipal Code (PRMC 3.20). Together, they are designed to help staff apply appropriate evaluations to a competitive bid. All bids shall be placed in a sealed envelope and delivered to the City as specified in the Notice Inviting Bids. Sealed bids are typically opened by the City Clerk.

The Soliciting Department Review for all Necessary Requirements, Licenses, and/or Certifications such as the following:

- State License Requirements (if outlined in the Bid Document)
- Certification Requirements (if outlined in the Bid Document)
- Debarment and Suspension (Required for Federal Projects) not on Debarred/Excluded Parties List (Sam.gov): include printed verification
- Department of Industrial Relations Registration (Required for Public Works): include printed verification
- Attendance of Pre-bid Meeting (if Mandatory)

Award of bid and determination of responsiveness: Departments are advised to review bids for responsiveness. The contract shall be awarded to the lowest responsive and responsible bidder.

The required forms include, but are not limited to:

- Declaration of non-collusion
- Bidder's Bid
- Bid Security (if outlined in the Bid Document)

• Signed (acknowledged) Addenda

Competitive Selection is a process whereby various criteria are used to determine which proposer offers the City the overall best value. Competitive selection utilizes RFPs and has different types of criteria for the selection process. A contract can be awarded for reasons other than the lowest price.

Formal Competitive Selection Guidelines

RFPs outline the details by way of a Scope of Work that defines what the selected firm will do for the City, such as conducting a study, delivering a customized software program, etc.

- Proposals are assessed via evaluation criteria that explain how the proposals will be evaluated, and a firm selected.
- The Competitive Selection process for an RFP is not determined by price only. In fact, the price needs not to be a criterion. Prior experience of the firm and key people to be assigned to the project are typical criteria.
- RFPs list those items under the title *Contents of Proposals*, which a proposer is required to provide in order for their proposal to be responsive and considered.
 - There should be a relationship between the *Contents of Proposals* and the evaluation criteria. For example, if the evaluation criterion is prior experience, the *Contents of Proposals* section should require the submission of resumes, references, corporate history, etc.
- Unlike Competitive Bid contracts, contracts subject to Competitive Selection are not required to be noticed in the newspaper. However, Department will place a notice on the City's bid notification system. If federal or state grants/funds are utilized, departments should review the requirements for advertisement.
- The City Attorney Office must approve all RFPs prior to issuance.

Soliciting Department prepares the RFPs with the City's standard boilerplate, which includes the City's legal requirements and the following descriptive elements:

- 1. Introduction: This section states the general nature and purpose of the RFP. The project should be described in as much detail as needed to provide the reader with a basic understanding of the request and requirements necessary to perform the work.
- 2. Background: This section provides a brief history, justification, or rationale for the project. Such data should include, but not be limited to, a brief description of the City (e.g., population, square miles) and any other information regarding the demographics of the City that will give the prospective proposers an understanding of the community.
- 3. Objective: This section states the specific goal. It explains what is expected at the

ATTACHMENT "A"

end of the contract and what is anticipated from the contractor's services.

- 4. Scope of Services/Scope of Work (SOW): This section provides guidance and clarity to prospective bidders for their understanding of the work to be undertaken. SOWs are divided into two categories: performance-based (professional services contracts) and design-based (architectural or IT-related). The SOW should define the level of effort that is expected. SOWs should include information regarding any environmental impact the project may have under the California Environmental Quality Act (CEQA).
- 5. Location: This section provides the project's location, that is, where the services are to occur, and includes the name and phone number of the City's contact person. Pictures, maps, and diagrams should be included when possible.
- 6. Service Dates: This section provides the anticipated commencement and ending dates for which services will be required and any other milestones that need to be met to complete the project on time successfully.
- 7. Evaluation Criteria: This section defines specific evaluation criteria. Criteria must be assigned specific point values or percentages used to evaluate each proposal. A typical evaluation matrix would specify the weights used to evaluate the proposals, for example, technical 30%, cost 20%, customer service 15%, training 15%, experience 10%. If the project has a limited budget, a budget range may be included in the RFP.

Pre-proposal meetings are scheduled and set up by the Soliciting Department. Addenda are typically developed by the Soliciting Department and sent to potential bidders.

Evaluation Guidelines for Competitive Selection

The guidelines below consist of best practices and specific instructions from the City's Purchasing Municipal Code (PRMC 3.20). Together, they are designed to help staff apply appropriate evaluations to a competitive selection.

Departments must follow the evaluation section of the RFP. Departments are advised to use evaluators that are subject matter experts, such as consultants, City employees, and employees of other agencies to ensure that the proposals meet the technical requirements of the Department. Finally, Departments should maintain (file) backup documentation of each proposal's "evaluation criteria" results.

The Soliciting Department should send the RFP and addenda posted to the Evaluation Review Panel prior to receipt of the proposal.

The Department Lead should have a meeting with the Review Panel to ensure everyone understands the RFP Statement of Work and the evaluation criteria and discuss any potential conflicts and the timeline for the RFP proposal review.

The Soliciting Department reviews for all necessary requirements, licenses, and/or certifications outlined in the RFP, similar to the required documents listed for the Bid.

Evaluation Method for RFPs:

The following evaluation method is recommended:

- 1. All factors are considered and scored according to the established criteria.
- 2. It is recommended to establish a minimum acceptable score each proposal would have to achieve in order to move forward in the process. Proposals that do not meet the minimum level would not advance to the final evaluation step.

Example:

Category	Proposal	Proposal	Proposal
	A	В	C
Technical (40%)	35	38	40
Qualifications (40%)	35	30	40
Experience (20%)	20	18	16
Total Points	90	86	96

If the minimum acceptable score is 90, only proposal A and C will advance to the final evaluation step. Staff can then negotiate the price with firms A and C and determine to which vendor the contract shall be awarded based on the score and cost.

Evaluation Guidelines for Applying an Ethical Standard:

This section of the Evaluation Guidelines is designed to guide staff in applying basic ethical standards to the evaluation process. Staff is strongly advised to comply with all ethics standards administered by the Human Resources Department. Staff is generally recommended to eliminate any known bias from their evaluation process. Additionally, staff is advised that the City's purchasing processes are all public processes. Therefore, they should make known any impact a contract award can have on them personally or professionally. Furthermore, staff is advised to consider recusing themselves from being an evaluator in the following general instances:

- Has or has had a personal or professional relationship with any of the vendors in contention.
- Will be evaluating alongside a subordinate or a supervisor.
- Have already received a presentation related to the current proposal from any of the vendors in contention.
- Have the potential to receive a direct or indirect benefit based on the award or non-award of the contract.

Exemptions from Competitive Bidding or Competitive Selection

Although all contracts \$30,000 or more are subject to either Competitive Bidding or Competitive Selection, under certain circumstances, the process may be dispensed with, and an exemption may be granted. It is important to note that an exemption only exempts the competitive portion of the purchasing process. All other requirements (forms and procedures) still apply.

- Emergency: As defined in CPCC Section 22035, in cases of emergency when repair or replacements are necessary, the City may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the City, by contractor, or by a combination of the two. The day labor includes the use of maintenance personnel employed on a permanent or temporary basis. The City Manager can authorize a purchase due to an unexpected and urgent request where health and safety or public resource conservation is at risk. The procurement must be reported to Council at the next Council Meeting for ratification if the amount has been subject to approval of the City Council.
- Sole source The City may dispense with the bidding requirements if it finds that the materials, supplies, equipment, or services are unique because of their quality, durability, availability, or fitness for a particular use and are available only from one (1) source, or, if available from more than one (1) source, can be purchased from the manufacturer or service provider for a lower price. If the cost of such sole source purchasing is \$50,000 or greater, the City Council's approval shall be required.
- Contracts with other government entities for supplies, services, and equipment: The City may enter into contracts with other government agencies without a competitive process.
- Cooperative or piggyback purchasing The City may be exempted from a competitive procurement process when cooperate or piggyback with another governmental agency.
- Personal and professional services: The City may award personal and professional service contracts less than \$50,000, if the procurement does not include any federal funding, based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the service required.

Federal and State Requirements

Suppose a State or Federal agency has any level of authority regarding your purchase. In that case, it is incumbent upon the soliciting Department to follow any and all procurement rules required for the specific purchase. Please be prepared to provide detailed instructions directly from the federal or state agency that governs your solicitation. Below are a few general guidelines to consider which may govern your procurement. It is important to note that this section is not designed to provide all federal or state requirements. If you are making a purchase bound by federal or state rules, you are strongly advised to gather and assemble all necessary forms, procedures, and policies that govern your solicitation.

- Federal or state grants: If the procurement is grant-funded partially or completely, the city must meet all granting agency requirements, including the solicitation threshold amounts. The most restrictive policy should be followed.
- Public projects: As defined in CPCC Section 22002, a public project includes but may be not limited to construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operating facility. A public project does not include maintenance work. The city shall procure for a Public Project by following the requirements and bidding limits set forth by the California Uniform Public Construction Cost Accounting Act (UPCCAA), which adjusts the requirements and thresholds periodically for efficiency and inflation. The City's Municipal Code 3.48 provides more specific guidelines for public project procurement.

Consultant Selection and Procurement

For example, the City receives grants from the Department of Transportation via Caltrans. According to 23 CFR "Highway" Part 172 "Procurement, Management, and Administration of Engineering and Design Related Services", Section 172.5(b)(1) (<u>https://www.ecfr.gov/current/title-23/chapter-l/subchapter-B/part-172</u>), the City shall follow the procedures detailed in the Local Assistance Procedures Manual (LAPM) Chapter 10 "Consultant Selection" <u>https://dot.ca.gov/programs/localassistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm</u>) for the procurement, management, and administration of engineering and design related consultant services funded in whole, or in part, with Federal-aid highway program funds.

Departments are responsible for reviewing and validating that all of the Caltrans and Federal requirements, including contract language that is included in their solicitation prior to advertisement of the solicitation.

Departments are advised to adhere to all Federal standards applicable to their funding as it relates to the purchasing. The link below contains the 2 CFR 200, Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Below is an excerpt for immediate reference:

- § 200.214 Suspension and debarment
- § 200.215 Never contract with the enemy
- § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- § 200.318 General Procurements Standards
- § 200.319 Competition
- § 200.320 Methods of Procurement to Be Followed Thresholds are set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 and adjusted periodically for inflation:
 - Micro-purchases
 - Small purchases
 - Sealed bids
 - Competitive proposals
 - Non-competitive Negotiation
- § 200.321 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
- § 200.322 Domestic preferences for procurements
- § 200.323 Procurement of recovered materials
- § 200.324 Contract cost and price
- § 200.325 Federal awarding agency or pass-through entity review
- § 200.326 Bonding requirements
- § 200.327 Contract provisions & Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Federal terms and conditions include, but not be limited to, the following:

- Equal Employment Opportunity
- Davis-Bacon Act and Copeland "Anti-Kickback" Act
- Contract Work Hours and Safety Standards Act
- Clean Air Act and Federal Water Pollution Control Act
- Debarment and Suspension Certification to ensure that a contract is not to be awarded to parties listed on the System for Award Management's (SAM) "List of Parties Excluded from Federal Procurement or Non-Procurement Programs."

Change Order

If a contract or purchase order originally approved by a Department Head, Finance Director or the City Manager later requires authorization for additional expenditures or costs that, if included as part of the original contract, would have exceeded the Department Head's, Finance Director's or City Manager's contract approval authority, any amendment(s) authorizing such additional expenditures or costs shall be:

- Approved by the Department Head if the additional expenditures and costs, had they been included in the original contract, would have still been within \$5,000;
- Approved by the Finance Director if the additional expenditures and costs, had they been included in the original contract, would have exceeded \$5,000 but below \$30,000. Also, staff should conduct an informal bid or provide a sole source form approved by the Finance Director;
- Approved by the City Manager if the additional expenditures and costs, had they been included in the original contract, would have exceeded \$30,000 but below \$50,000. Also, staff should conduct a formal bid or provide a sole source form approved by the City Manager;
- Approved by the City Council if the additional expenditures and costs, had they been included in the original contract, would have exceeded the City Manager's approval authority of \$50,000.

Insurance Guidelines

In general, when a vendor is performing work for the City, whether on City property or not, some form of insurance may be required, regardless of the amount of a purchase order or the length of time the vendor will be on City premises. If in doubt whether the insurance documentation submitted by a vendor complies with the City's insurance requirements, you may request Risk Management review and approve the insurance prior to submitting a Requisition to the Finance Department. In an effort to assist vendors in complying with the City's insurance requirements, it may be helpful to provide the vendor a copy of the City's General Insurance Requirements. A copy of this document and other types of coverages can be obtained from Risk Management.

Types of Coverage may include, but not be limited to, general insurance requirements, construction type risks, contracts with professional liability, contracts with software, cyber liability, and professional liability.

Contract Types

The City has several standard contracts, each with its own particular terms and conditions. The contracts include supplies and equipment purchase orders, professional services contracts, etc. The type of contract used for a particular transaction is determined by the nature of the transaction.

Contract Approval Process

Soliciting Department makes sure that there are sufficient funds in the budgeted accounts/projects before the contract is approved by the appropriate approval authority. Department verifies the contract's fiscal impact included in the agenda report. The contract approval authority is defined in PRMC 3.20.210.

Soliciting Department prepares a draft contract, has it reviewed by the City Attorney, and then approved by the appropriate authority before a contract can be effective.

Per PRMC 2.04.140, the city manager shall examine all proposed contracts to which the city may be a party, and may sign on behalf of the city any contract authorized by the city council, excepting where the council directs that some other officer or officers shall do so. Therefore, unless directed by the City Council, no other employees are authorized to bind the City into a contract.

<u>Glossary</u>

ADA

The Americans with Disabilities Act (ADA) became law in 1990. The ADA is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public. The purpose of the law is to make sure that people with disabilities have the same rights and opportunities as everyone else. The ADA gives civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion.

Bid security is a bond or deposit which guarantees that the bidder/proposer, if awarded the contract, will accept the contract as bid.

Bid specification is a document that states the requirements to which a given product or service must conform.

Competitive bidding is the process of inviting and obtaining bids from competing sources in response to advertised competitive specifications and by which an award is made to the lowest and best bidder meeting the specifications.

Competitive selection is a process whereby various criteria are used to determine which proposer offers the City the overall best value. Competitive selection is used for services.

Contract is an obligation, such as an accepted offer, between competent parties upon a legal consideration to do or abstain from doing some act. The essential elements of a contract are: 1) an offer and an acceptance of that offer; 2) the capacity of the parties to contract; 3) consideration to support the contract; 4) a mutual identity of consent; 5) legality of purpose; and 6) definiteness.

Exemption is a limited action by which a purchase may be made without the Competitive Bidding or Competitive Selection processes.

General service is a service of a general nature (as opposed to personal and professional services). If it is determined by the City that all vendors providing a service classification can equally provide the service satisfactorily, a bid process would be appropriate. However, if factors other than price need to be considered in awarding the contract, the RFP process may be used.

Professional services require a high degree of professional, educational, or technical skill, such as services rendered by architects, engineers, bond underwriters, actuaries, attorneys, auditors, software service providers, web designers, and others.

Purchase Order (PO) is a written document to a vendor formalizing the City's terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation. (PRMC 3.20.070)

Request for Proposal (RFP) is a document used to solicit proposals from potential providers for goods and services. Price is usually not a primary evaluation factor. It provides for the negotiation of all terms, including price prior to contract award.

Requisition (RX) is a document created by a requestor to initiate the procurement of supplies, services, and equipment. It includes a description of the purchase and other information that is relative to the transaction. An RX is not a purchase order and shall not be used or represented as such. (PRMC 3.20.060)

OF PICO OF PICO COLECTION	CITY COUNCIL	AGENDA REPORT
То:	Mayor and City Council	
From:	City Manager	
Meeting Date:	December 12, 2023	
Subject:	APPOINTMENTS FOR ALL (2024-2025 TERM	COMMISSIONS FOR THE

Recommendation:

1. Approve resolutions ratifying City Council appointments to the Planning Commission, Parks and Recreation Commission, Sister City Commission and Veterans Commission.

Fiscal Impact:

There is no fiscal impact to the General Fund.

Discussion:

The current terms of office for commissioners serving on the Planning, Parks and Recreation, Sister City, and Veterans Commissions expire in December 2023. To continue with the work of these Commissions and to facilitate future meetings, the City Council is being asked to consider appointments to these Commissions.

Each of the members of the Commissions shall be appointed for a two-year term in accordance with the provisions of the Pico Rivera Municipal Code.

Several applications for these Commissions were received by the City Clerk's Office and copies of qualified applications were provided to the City Council for their consideration. The City Council has the option of reappointing the existing members or appointing other individuals of their choosing to serve on these Commissions. Staff have received the names submitted by the City Council Members and the names are included in the attached resolutions. It is recommended that the City Council adopt the resolutions appointing commissioners to the aforementioned Commissions.

Steve Carmona

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 PLANNING, PARKS AND RECREATION, SISTER CITY, AND VETERANS COMMISSION APPOINTMENTS Page 2 of 2

SC:CA:gsm

Enclosures: 1) Planning Commission Resolution

- 2) Parks and Recreation Commission Resolution
- 3) Sister City Commission Resolution
- 4) Veterans Commission Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTORS: ROBERT MARTINEZ, ARIC MARTINEZ, YARISMA ROCHA, TOMMY ELISALDEZ, AND ESTHER CELIZ TO THE PLANNING COMMISSION FOR A TWO-YEAR TERM SAID TO EXPIRE DECEMBER 2025

WHEREAS, Section 2.44.010 of the Pico Rivera Municipal Code creates the Planning Commission; and

WHEREAS, Section 2.44.020 of said code provides for the appointment of a Planning Commission of five members who shall be qualified electors of the City; and

WHEREAS, City Council Ordinance No. 1014 provides for the appointment of Planning Commissioners for specified terms; and

WHEREAS, **Mayor Erik Lutz** has recommended the reappointment of Robert Martinez to the Planning Commission; and

WHEREAS, Mayor Pro Tempore Andrew C. Lara has recommended the reappointment of Aric Martinez to the Planning Commission; and

WHEREAS, Councilmember Gustavo V. Camacho has recommended the reappointment of Yarisma Rocha to the Planning Commission; and

WHEREAS, Councilmember John R. Garcia has recommended the reappointment of Tommy Elisaldez to the Planning Commission; and

WHEREAS, Councilmember Dr. Monica Sanchez has recommended the reappointment of Esther Celiz to the Planning Commission.

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

SECTION 1. That the following individuals are hereby appointed to the Planning Commission:

Robert Martinez Aric Martinez Yarisma Rocha Tommy Elisaldez Esther Celiz

Said term shall commence on January 1, 2024 and expire on December 10, 2025 or at the time a successor is appointed, whichever is later.

RESOLUTION NO. _____ Page 2 of 2

SECTION 2. This resolution shall take effect immediately upon passage and adoption.

SECTION 3. That the City Clerk shall certify to the adoption and passage of this resolution and it shall thereupon be in full force and effect.

APPROVED AND PASSED this <u>12th</u> day of <u>December</u>, 2023.

Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES: NOES:

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTORS MARICELA LIZARRAGA, ROCIO ESTRADA, KIMBERLY M. GARCIA, PATRICIA A. SAUCEDO, AND GLORIA AGUIRRE TO THE PARKS AND RECREATION COMMISSION FOR A TWO-YEAR TERM SAID TO EXPIRE DECEMBER 2025

WHEREAS, Section 2.53.010 of the Pico Rivera Municipal Code creates the Parks and Recreation Commission; and

WHEREAS, Section 2.53.020 of said code provides for the appointment of a Parks and Recreation Commission of five members who shall be qualified electors of the City; and

WHEREAS, City Council Ordinance No. 1036 provides for the appointment of Parks and Recreation Commissioners for specified terms; and

WHEREAS, **Mayor Erik Lutz** has recommended the appointment of Maricela Lizarraga to the Parks and Recreation Commission; and

WHEREAS, Mayor Pro Tempore Andrew C. Lara has recommended the reappointment of Rocio Estrada to the Parks and Recreation Commission; and

WHEREAS, Councilmember Gustavo V. Camacho has recommended the reappointment of Kimberly M. Garcia to the Parks and Recreation Commission; and

WHEREAS, Councilmember John Garcia has recommended the appointment of Patricia A. Saucedo to the Parks and Recreation Commission; and

WHEREAS, Councilmember Dr. Monica Sanchez has recommended the reappointment of Gloria Aguirre to the Parks and Recreation Commission.

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

SECTION 1. That the following individuals are hereby appointed to the Parks and Recreation Commission:

Maricela Lizarraga Rocio Estrada Kimberly M. Garcia Patricia A. Saucedo Gloria Aguirre Said term shall commence on January 1, 2024 and expire on December 10, 2025 or RESOLUTION NO. _____ Page 2 of 2

at the time a successor is appointed, whichever is later.

<u>SECTION 2</u>. This resolution shall take effect immediately upon passage and adoption.

<u>SECTION 3</u>. That the City Clerk shall certify to the adoption and passage of this resolution and it shall thereupon be in full force and effect.

APPROVED AND PASSED this <u>12th</u> day of <u>December</u>, 2023.

Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES: NOES:

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTORS: ANA ROSA ASCENCIO; BOB PEREZ; ALDO MACIAS ARELLANO; AND IRMA ACOSTA TIRADO TO THE SISTER CITY COMMISSION FOR TWO-TERM SAID TO EXPIRE DECEMBER 2025

WHEREAS, Section 2.54.010 of the Pico Rivera Municipal Code creates the Sister City Commission; and

WHEREAS, Section 2.54.020 of said code provides for the appointment of a Sister City Commission of five members who shall be qualified electors of the City; and

WHEREAS, City Council Ordinance No. 1037 provides for the appointment of Sister City Commissioners for specified terms; and

WHEREAS, Mayor Lutz has recommended the appointment of Ana Rosa Ascencio to the Sister City Commission; and

WHEREAS, Mayor Pro Tempore Lara has recommended the reappointment of Bob Perez to the Sister City Commission; and

WHEREAS, Councilmember Camacho has recommended the reappointment of Aldo Macias Arellano to the Sister City Commission; and

WHEREAS, Councilmember Dr. Sanchez has recommended the reappointment of Irma Acosta Tirado to the Sister City Commission.

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

SECTION 1. That the following individuals are hereby appointed to the Sister City Commission:

Maricela Ascencio Bob Perez Aldo Macias Arellano Irma Acosta Tirado

Said term shall commence on January 1, 2024 and expire on December 10, 2025 or at the time a successor is appointed, whichever is later.

SECTION 2. This resolution shall take effect immediately upon passage and adoption.

RESOLUTION NO. _____ Page 2 of 2

<u>SECTION 3</u>. That the City Clerk shall certify to the adoption and passage of this resolution and it shall thereupon be in full force and effect.

APPROVED AND PASSED this <u>12th</u> day of <u>December</u> 2023.

Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES: NOES:

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTORS: GIL PEREZ, MARIA ELENA GARCIA, DANIEL GARCIA, PAUL CAMACHO AND BOBBIE TANNER TO THE VETERANS COMMISSION FOR A TWO-YEAR TERM SAID TO EXPIRE DECEMBER 2025

WHEREAS, Section 2.55.010 of the Pico Rivera Municipal Code creates the Planning Commission; and

WHEREAS, Section 2.55.020 of said code provides for the appointment of a Veterans Commission of five members who shall be qualified electors of the City; and

WHEREAS, City Council Ordinance No. 1155 provides for the appointment of Veterans Commissioners for specified terms; and

WHEREAS, **Mayor Lutz** has recommended the reappointment of Gil Perez to the Veterans Commission; and

WHEREAS, Mayor Pro Tempore Lara has recommended the appointment of Maria Elena Garcia to the Veterans Commission; and

WHEREAS, Councilmember Camacho has recommended the appointment of Daniel Garcia to the Veterans Commission; and

WHEREAS, Councilmember Garcia has recommended the appointment of Paul Camacho to the Veterans Commission; and

WHEREAS, Councilmember Sanchez has recommended the appointment of Bobbie Tanner to the Veterans Commission.

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

SECTION 1. That the following individuals are hereby appointed to the Veterans Commission:

Gil Perez Maria Elena Garcia Daniel Garcia Paul Camacho Bobbie Tanner

Said term shall commence on January 1, 2024 and expire on December 10, 2025 or at the time a successor is appointed, whichever is later.

RESOLUTION NO. _____ Page 2 of 2

SECTION 2. This resolution shall take effect immediately upon passage and adoption.

SECTION 3. That the City Clerk shall certify to the adoption and passage of this resolution and it shall thereupon be in full force and effect.

APPROVED AND PASSED this <u>12th</u> day of <u>December</u> 2023.

Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES: NOES:

CITY	COUNCIL AGENDA REPORT
То:	Mayor and City Council
From:	City Manager
Meeting Date:	December 12, 2023
Subject:	APPROVE A RESOLUTION ESTABLISHING A JOB CLASSIFICATION FOR THE FULL-TIME WATER TREATMENT SUPERVISOR AND WATER DISTRIBUTION SUPERVISOR

Recommendation:

1. Approve a resolution (Enclosure 1) establishing job classifications for (Exhibits A and B) for the Water Treatment Supervisor and Water Distribution Supervisor.

Fiscal Impact:

The salary and benefits for both positions are approximately \$340,398 per fiscal year (FY). Sufficient funding has been appropriated in the FY 2023-24 Adopted Budget, Account No. 550.40.4920.

Discussion:

The City Council approved the *Water Treatment Supervisor and Water Distribution Supervisor* positions on May 9, 2023, during the FY 2023-25 Preliminary (Proposed) Budget presentation. The Department of Drinking Water and the State Water Resources Control Board have created strict criteria for any water treatment operations that take place. Therefore, to guarantee that our consumers receive safe drinking water, the treatment facilities require a qualified operator. As a result, a *Water Treatment Supervisor* will be required to supervise daily operations since the City is constructing water treatment facilities to remove contaminants from groundwater before supplying it to customers. The *Water Distribution Supervisor* is responsible for managing the day-to-day operations of delivering safe drinking water to customers. The daily operations include water quality sampling, monitoring, testing, and any new installations or leak repairs that are required.

The City of Pico Rivera Mid Managers and Professional & Confidential Employees Association (CEA) is entitled to review the job description as it impacts on the title, terms and conditions of employment. No salary adjustments or changes needed to be made as this position falls under the Supervisor salary category and is within the pay range of CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 APPROVE A RESOLUTION ESTABLISHING A JOB CLASSIFICATION FOR THE FULL-TIME WATER TREATMENT SUPERVISOR AND WATER DISTRIBUTION SUPERVISOR Page 2 of 2

like positions in other cities. On October 16, 2023, the City and the CEA approved the job description and the existing salary schedule for these positions.

Conclusion:

Staff recommends that the City Council approve a resolution adopting the job classifications for Water Treatment Supervisor and Water Distribution Supervisor. The salary schedules for these positions will remain the same and there are no changes to the budgeted salary and benefits of these positions.

Steve Carmona

SC:KS:sp

Enclosure: 1) Resolution/Exhibit A and Exhibit B

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ESTABLISHING THE JOB DESCRIPTIONS FOR WATER TREATMENT SUPERVISOR AND WATER DISTRIBUTION SUPERVISOR

WHEREAS, the City Council of the City of Pico Rivera seeks to establish new classifications, wage schedules and job descriptions for the Water Treatment Supervisor and Water Distribution Supervisor positions; and

WHEREAS, it is agreeable and desirable to define and establish the terms and conditions of employment applicable to Water Treatment Supervisor, and Water Distribution Supervisor; and

WHEREAS, this Resolution shall remain in effect until superseded by a subsequent resolution concerning this matter.

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

SECTION 1. The job descriptions for the positions of "Water Treatment Supervisor, and Water Distribution Supervisor" as reviewed and approved by Human Resources and the members of the Pico Rivera Mid Managers and Professional & Confidential Employees Association as set forth in Exhibit "A" attached hereto is hereby adopted.

SECTION 2. The Salary Schedules for Water Treatment Supervisor, and Water Distribution Supervisor, as set forth in Exhibit "B" is hereby established.

SECTION 3. The City Council reserves the right and discretion to review and amend this Resolution as it deems necessary.

SECTION 4. The City Clerk shall attest to the passage of this resolution, and it shall thereupon be in full force effect.

APPROVED AND PASSED this <u>12th</u> day of <u>December</u>, 2023.

Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES: NOES:

EXHIBIT "A"

WATER TREATMENT SUPERVISOR JOB DESCRIPTION

GENERAL PURPOSE

Supervises staff, contractors and vendors and performs a variety of administrative and technical functions related to the water treatment and production operations and pumping and treatment facilities.

The Water Treatment Supervisor is a section head in the Water Division responsible for supervising the day-to-day operations of all water production and treatment related functions including the construction and maintenance and operation of telemetry, underground wells, pumps, meters, engines, storage, and related water treatment facilities. The employee supervises staff, responds to emergencies, and ensures continuity of services and the safety of the water supply.

EXAMPLES OF ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed by particular employees in this classification. Functions may be added, modified or deleted to meet the needs of the City.

- Carries out supervisory responsibilities in accordance with policies, procedures, and applicable laws, including: interviewing, hiring and training staff; developing schedules and distributing work orders; establishing deadlines; briefing staff on safety procedures; appraising performance; rewarding and disciplining employees; coordinating, developing and approving staff training; and addressing complaints and resolving problems.
- Plans, schedules, organizes, directs, and inspects the work of crews engaged in the operation, installation, repair, renewal, and maintenance of all water pumps, and operating valves and piping in water pumping facilities. Supervises, inspects, and participates in the work crews performing water treatment and production activities, including the maintenance and repair of water treatment facilities, booster pump stations, underground wells, and pumping facilities.
- Supervises the testing, repair, replacement and/or installation of all water meters, fire services and hydrants, electrical equipment, regulators, relief and control valves, vacuum breakers, air release valves, pumps, and appurtenances; operation of water treatment and pumping plants; cleaning, maintenance, and repair of reservoirs and storage tanks; maintenance of water division properties and structures.
- Supervises the operation of the water treatment plant operations; works with State Water Resources Control Board on water quality issues.

RESOLUTION NO. ____ Page 3 of 14

- Confers with customers, property owners, representatives of other utilities, and employees of other divisions/departments regarding complaints, work requests, surveys.
- Procures supplies and equipment; conducts safety programs.
- Develops and implements preventative maintenance programs.
- Coordinates maintenance projects with other departments and agencies as necessary.
- Utilizes the computer and various software programs and work order software to retrieve information, approve and assign work, and order reports.
- Assists in the planning and design of facility related capital projects.
- Implements new/updated repair and maintenance techniques.
- Leads water maintenance during situations of disaster/emergency response.
- Oversees the preparation and performance of routine, preventative and programmed maintenance activities for water.
- Prepares and oversees vendor contracts and assures compliance.
- Schedules, inspects and reviews contracted work to assure compliance with specifications; taking necessary action to achieve contractors' compliance; enforcing safety regulations.
- Assists in preparing the budget, including: conducting research and forecasting spending.
- Interprets, develops, communicates, updates, and monitors departmental policies and procedures for water maintenance services; recommends improvement when necessary.
- Prepares and/or reviews complex, routine and non-routine reports and performs analysis utilizing a variety of computer software.
- Relays and interprets administrative decisions, policies, and instructions.
- Ensures quality standards and compliance with regulations are maintained.
- Delegates tasks and monitors proper usage of tools and equipment.
- Explains and interprets department practices, work procedures, and safety regulations that employees are expected to meet within the work unit or department.

RESOLUTION NO. ____ Page 4 of 14

- Checks work and services provided by personnel for adherence with City, department and program requirements and standards and provide suggestions for improvement.
- Drafts and assists in the preparation of performance evaluations.
- Documents and discusses work problems that might lead to further counseling or disciplinary actions.
- Monitors program expenditures and reports funds available under specific accounts.
- Prepares program and project status reports.
- Researches, prepares, and presents oral and written reports.
- Represents the City or department at meetings, seminars, workshops, and conferences.
- Serves as backup for other positions within the department, when directed.
- Performs other related duties as assigned.

QUALIFICATIONS GUIDELINES

Knowledge/Skills/Abilities

Knowledge of:

Customer service techniques; safety procedures and practices; communication practices; time management methods; conflict resolution methods; supervisory techniques; leadership techniques; work organization planning methods; budget preparation methods.

Thorough knowledge of the administrative principles and practices of goal setting, program and budget development, work planning and organization; principles, practices and methods used in the installation, construction, maintenance, repair, and operation of water mains, services, water meters, pumping plants, water treatment plants, and related facilities and equipment; City water system; principles of hydraulics; recognized safety practices and requirements; principles and practices of effective employee supervision, including selection, training, work evaluation and discipline; equal employment/affirmative action guidelines and policies.

Occupational hazards and OSHA standards applicable to street maintenance work and/or contract field management.

Purchasing procedures and practices.

Applicable state, federal and local ordinances, codes, pertinent laws, rules and regulations.

American Public Works Association and Caltrans Standard Specifications and Plans for street and public right-of-way construction.

Work Area Traffic Control Handbook.

Principles and practices of public administration, including knowledge of government organizations and operations.

Complex field investigation procedures; field construction and maintenance practices; general inspection and enforcement practices.

Preferred Skills:

Use of a personal computer/laptop; perform mathematical computations.

Utilize specialized software programs;

Operate a vehicle and equipment safely;

Use hand and power tools and operating heavy equipment;

Plan, organize, assign, direct, review and evaluate the work of staff;

Select and motivate staff and provide for their training and professional development;

Develop and monitor contracts.

Estimate time, equipment, and materials for work projects.

Depending upon assignment, proficiency in a designated second language (Spanish) is desired.

Ability to:

Organize and prioritize multiple tasks; analyze and solve problems; research and interpret data; interpret standards and practices; demonstrate effective interpersonal skills; use conflict resolution techniques; follow oral and written instructions; work with minimal supervision; initiate and complete performance evaluations; write reports; comply with required regulations; delegate tasks and manage projects; maintain confidentiality of non-public records; demonstrate effective leadership skills.

Interpret plans and specifications; identify and safely handle hazardous materials; interpret laws and regulations; give effective oral and public presentations; interview and hire employees; recommend and implement disciplinary actions.

Physical strength and ability to lift up to 50 lbs., bend in all directions, squeeze with arms and hands, pull and lower up to 50 lbs.

Ability to identify and solve problems involving several variables.

Ability to respond to after-hour emergency callouts and perform routine standard duties.

Education/Training/Experience

Education:

A high school diploma or G.E.D. certificate; supervisory and managerial training.

College coursework/extension classes; Bachelor's degree in Public Administration or a related field is desired.

Experience:

Five years of progressively responsible experience in street maintenance and repair work; two years of supervisory experience; leadership experience; public contact experience.

Any combination of education and/or experience that provides the knowledge, skills, and abilities necessary for acceptable job performance would qualify such as five years of experience in the operation of water system facilities, including maintenance of electrical and pressure pumping and regulating equipment, and including two years lead/supervisory experience are required.

Licenses/Certification/Special Requirements:

Valid California Class C Driver's License and an acceptable driving record.

Must have a valid Grade 2 Water Treatment Operator Certificate and Grade 3 Water Distribution Certificate issued by the State Water Resources Control Board.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to use hands to handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee frequently is required to stand and talk or hear; walk; sit; climb or balance; stoop, kneel, crouch or crawl.

RESOLUTION NO. _____ Page 7 of 14

The employee must frequently lift up to 50 lbs. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; work under deadlines with constant interruptions; and interact with City staff, other organizations and the public; occasionally required to deal with dissatisfied or quarrelsome individuals.

WORK ENVIRONMENT

The employee regularly works in office conditions as well as outside weather conditions. The employee is exposed to traffic, wet or humid conditions, and vibration. The noise level is frequently loud.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities that are associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification and may be requested to perform job-related responsibilities and tasks other than those stated in this specification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

WATER DISTRIBUTION SUPERVISOR JOB DESCRIPTION

GENERAL PURPOSE

Supervises staff, contractors and vendors and performs a variety of administrative and technical functions related to the work of operation, construction, maintenance and repair of water production, storage and distribution systems and facilities.

The Water Distribution Supervisor is a section head in the Water Division responsible for supervising the day-to-day operations in the construction, maintenance, and repair of water distribution systems, or in the operation, maintenance and repair of water production, storage, and distribution systems and facilities. The employee supervises staff, responds to emergencies, and ensures continuity of services and the safety of the water supply.

EXAMPLES OF ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed by particular employees in this classification. Functions may be added, modified or deleted to meet the needs of the City.

- Carries out supervisory responsibilities in accordance with policies, procedures and applicable laws, including: interviewing, hiring and training staff; developing schedules and distributing work orders; establishing deadlines; briefing staff on safety procedures; appraising performance; rewarding and disciplining employees; coordinating, developing and approving staff training; and addressing complaints and resolving problems.
- Plans, schedules, organizes, directs, and inspects the work of crews engaged in the operation, installation, repair, renewal, and maintenance of all water mains, services, connections, and isolation valves.
- Supervises the testing, repair, replacement and/or installation of all water meters, fire services and hydrants, electrical equipment, regulators, relief and control valves, vacuum breakers, air release valves, pumps, and appurtenances.
- Coordinates with State Water Resources Control Board on water quality issues.
- Receives and responds to underground service alert requests; inspects work of contractors and other utilities, locates and marks water mains and services; investigates and answers customer complaints.
- Confers with customers, property owners, representatives of other utilities, and employees of other divisions/departments regarding complaints, work requests, surveys.
- Procures supplies and equipment; conducts safety programs.
- Develops and implements preventative maintenance programs.

RESOLUTION NO. ____ Page 9 of 14

- Coordinates maintenance projects with other departments and agencies as necessary.
- Utilizes the computer and various software programs and work order software to retrieve information, approve and assign work, and order reports.
- Assists in the planning and design of facility related capital projects.
- Implements new/updated repair and maintenance techniques.
- Leads water maintenance during situations of disaster/emergency response.
- Oversees the preparation and performance of routine, preventative and programmed maintenance activities for water.
- Prepares and oversees vendor contracts and assures compliance.
- Schedules, inspects and reviews contracted work to assure compliance with specifications; taking necessary action to achieve contractors' compliance; enforcing safety regulations.
- Assists in preparing the budget, including: conducting research and forecasting spending.
- Interprets, develops, communicates, updates, and monitors departmental policies and procedures for water maintenance services; recommends improvement when necessary.
- Prepares and/or reviews complex, routine and non-routine reports and performs analysis utilizing a variety of computer software.
- Relays and interprets administrative decisions, policies, and instructions.
- Ensures quality standards and compliance with regulations are maintained.
- Delegates tasks and monitors proper usage of tools and equipment.
- Explains and interprets department practices, work procedures, and safety regulations that employees are expected to meet within the work unit or department.
- Checks work and services provided by personnel for adherence with City, department and program requirements and standards and provides suggestions for improvement.
- Drafts and assists in the preparation of performance evaluations.
- Documents and discusses work problems that might lead to further counseling or disciplinary actions.

RESOLUTION NO. ____ Page 10 of 14

- Monitors program expenditures and reports funds available under specific accounts.
- Prepares program and project status reports.
- Researches, prepares, and presents oral and written reports.
- Represents the City or department at meetings, seminars, workshops, and conferences.
- Serves as backup for other positions within the department, when directed.
- Performs other related duties as assigned.

QUALIFICATIONS GUIDELINES

Knowledge/Skills/Abilities

Knowledge of:

Customer service techniques; safety procedures and practices; communication practices; time management methods; conflict resolution methods; supervisory techniques; leadership techniques; work organization planning methods; budget preparation methods.

Thorough knowledge of the administrative principles and practices of goal setting, program and budget development, work planning and organization; principles, practices and methods used in the installation, construction, maintenance, repair, and operation of water mains, services, water meters, pumping plants, water treatment plants, and related facilities and equipment; City water system; principles of hydraulics; recognized safety practices and requirements; principles and practices of effective employee supervision, including selection, training, work evaluation and discipline; equal employment/affirmative action guidelines and policies.

Occupational hazards and OSHA standards applicable to street maintenance work and/or contract field management.

Purchasing procedures and practices.

Applicable state, federal and local ordinances, codes, pertinent laws, rules and regulations.

American Public Works Association and Caltrans Standard Specifications and Plans for street and public right-of-way construction.

Work Area Traffic Control Handbook.

Principles and practices of public administration, including knowledge of government organizations and operations.

Complex field investigation procedures; field construction and maintenance practices; general inspection and enforcement practices.

Preferred Skills:

Use of a personal computer/laptop; perform mathematical computations.

Utilize specialized software programs;

Operate a vehicle and equipment safely;

Use hand and power tools and operate heavy equipment;

Plan, organize, assign, direct, review and evaluate the work of staff;

Select and motivate staff and provide for their training and professional development opportunities;

Develop and monitor contracts.

Estimate time, equipment, and materials for work projects.

Depending upon assignment, proficiency in a designated second language (Spanish) is desired.

Ability to:

Organize and prioritize multiple tasks; analyze and solve problems; research and interpret data; interpret standards and practices; demonstrate effective interpersonal skills; use conflict resolution techniques; follow oral and written instructions; work with minimal supervision; initiate and complete performance evaluations; write reports; comply with required regulations; delegate tasks and manage projects; maintain confidentiality of non-public records; demonstrate effective leadership skills.

Plan, organize, direct, supervise and evaluate the work of personnel of various skill levels engaged in the operation, installation, repair, renewal, and maintenance of all water mains, services connections, pumps, and isolation valves; inspect projects and determine the quality and accuracy of the work; read and interpret plans, drawings and specifications; analyze situations accurately and adopt effective courses of action; provide training and guidance to department personnel; maintain accurate records and files and prepare clear and concise oral and written reports; establish and maintain cooperative work relationships with all those contacted in the course of work; assist with the preparation of the department budget and control expenditures.

Interpret plans and specifications; identify and safely handle hazardous materials; interpret laws and regulations; give effective oral and public presentations; interview and hire employees; recommend and implement disciplinary actions.

Physical strength and ability to lift up to 50 lbs, bend in all directions, squeeze with arms and hands, pull and lower up to 50 lbs.

Ability to identify and solve problems involving several variables.

Ability to respond to after-hour emergency callouts and perform routine standby duties.

Education/Training/Experience

Education:

A high school diploma or G.E.D. certificate; supervisory and managerial training.

College coursework/extension classes; Bachelor's degree in Public Administration or a related field is desired.

Experience:

Five years of progressively responsible experience in street maintenance and repair work; two years of supervisory experience; leadership experience; public contact experience.

Any combination of education and/or experience that provides the knowledge, skills, and abilities necessary for acceptable job performance would qualify such as five years of experience in the operation of water system facilities, including maintenance of electrical and pressure pumping and regulating equipment, and including two years lead/supervisory experience are required.

Licenses/Certification/Special Requirements:

Valid California Class C Driver's License and an acceptable driving record.

Must have a valid Grade 3 Water Distribution Operator Certificate and Grade 1 Treatment Operation Certificate issued by the State Water Resources Control Board.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to use hands to handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee frequently is required to stand and talk or hear; walk; sit; climb or balance; stoop, kneel, crouch or crawl.

RESOLUTION NO. _____ Page 13 of 14

The employee must frequently lift up to 50 lbs. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; work under deadlines with constant interruptions; and interact with City staff, other organizations and the public; occasionally required to deal with dissatisfied or quarrelsome individuals.

WORK ENVIRONMENT

The employee regularly works in office conditions as well as outside weather conditions. The employee is exposed to traffic, wet or humid conditions, and vibration. The noise level is frequently loud.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities that are associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification and may be requested to perform job-related responsibilities and tasks other than those stated in this specification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

EXHIBIT "B"

SALARY SCHEDULE

FY 2023-2024*							
Position	Group	Applicable Zones and Ranges					
		Zone A 2023-24 3%		Zone B 2023-24 3%		Zone C 2023-24 3%	Zone D 2023-24 3%
Supervisor	IV					\$7,938 - \$9,528	

AGENDA REPORT



CITY COUNCIL

- To: Mayor and City Council
- From: City Manager
- Meeting Date: December 12, 2023
- Subject: AUTHORIZING APPLICATION SUBMITTALS FOR THE BEVERAGE CONTAINER RECYCLING PAYMENT PROGRAM FROM THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Recommendation:

- 1. Approve a resolution authorizing the City of Pico Rivera (City) to submit applications for funding under the California Department of Resources Recycling and Recovery (CalRecycle) Beverage Container Recycling Program (BCR); and
- 2. Authorize the City Manager or his designee to execute all program-related documents and administer funding if the City's application is selected for CalRecycle's Beverage Container Recycling Program.

Fiscal Impact:

There is no direct fiscal impact to the General Fund from this action. The costs associated with activities of CalRecycle's Beverage Container Recycling City/County Payment Program (Payment Program) are funded entirely by awarded monies received from the grant program. Funding allocations are based on population estimates; however, if the application is selected, the City is eligible to receive a minimum of \$5,000. No additional appropriations are being requested at this time.

Background:

The California Beverage Container Recycling and Litter Reduction Act of 1986 (Act) was enacted to enforce litter abatement and establish a beverage container recycling program while incentivizing consumers to recycle more conveniently, efficiently, and economically. Funding from this program derives from redemption payments by distributors, which entails the purchase of eligible beverages from a retailer, for which consumers pay a California Redemption Value (CRV) with the intent that they redeem the containers at state-certified recycling centers.

Since fiscal year (FY) 2004-05, the City has received annual grant awards under the Payment Program ranging from \$15,000 to \$18,000. The funds have been previously used to purchase multiple waste-stream systems to improve recycling efforts at City facilities and events, install water filling stations, and conduct public outreach and

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 AUTHORIZING APPLICATION SUBMITTALS FOR THE BEVERAGE CONTAINER RECYCLING PAYMENT PROGRAM FROM THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY Page 2 of 2

education.

Discussion:

CalRecycle administers \$10,500,000 annually to eligible cities and counties, for activities and projects that support the beverage container recycling goal of 80%, such as:

- Litter reduction through waste stream that includes beverage container recycling;
- Litter clean-up events;
- Water refill stations; and
- Public education promoting beverage container recycling.

Eligible expenditures will be approved on a case-by-case basis and are subject to proportionate cost to container recycling activities. CalRecycle's guidelines require jurisdictions to submit its completed funding request certification along with an adopted resolution that authorizes application submission, identifies the specific CalRecycle program for which the applicant is eligible, designates staff for administration of the program related documentation, and establishes the time period for which the authorizations are valid, preferably until rescinded. Program expenditures may start no earlier than the date of the award, which will tentatively begin April 2024. Distribution of payments will begin June 2024, and the term will end March 1, 2026, with reporting due April 1, 2026.

On March 27, 2018, the City Council approved Resolution No. 6947 (Enclosure 2) authorizing the City's submission of an application for funding under the Payment Program. The approved resolution authorized the City Manager, or his designee to execute documents to support the Payment Program for five (5) years from the date of adoption of the resolution, or March 27, 2023. Since the previous resolution has expired and is no longer valid, the City must submit a new resolution to CalRecycle to continue participating and receiving funds from the Payment Program.

Conclusion:

Staff recommends that the City Council approve a resolution (Enclosure 1) authorizing the City's submission of an application for the Payment Program and authorizing the City Manager or his authorized designee to execute all program-related documents and administer the program if the City's application is selected for funding.

Steve Carmona

SC:AG:VHF:ac

Enclosures: 1) Resolution 2) Resolution No. 6947

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING SUBMISSION OF AN APPLICATION FOR CALRECYCLE BEVERAGE CONTAINER RECYCLING PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS FOR WHICH THE CITY OF PICO RIVERA IS ELIGIBLE

WHEREAS, pursuant to Public Resources Code sections 48000 *et seq.*, 14581, and 42023.1(g), authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various established payment programs to make payments to qualifying jurisdictions in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

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

SECTION 1. That the City of Pico Rivera is authorized to submit an application to CalRecycle for any and all payment programs offered under the Beverage Container Recycling Program.

<u>SECTION 2</u>. The City Manager, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment.

SECTION 3. That this authorization is effective until rescinded by the Signature Authority or this governing body.

SECTION 4. The City Clerk shall attest and certify the passage and approval of this resolution and it shall become effective immediately upon its approval.

APPROVED AND PASSED this <u>12th</u> day of <u>December</u>, 2023.

Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES: NOES:

RESOLUTION NO. 6947

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING CITY STAFF TO SUBMIT APPLICATION FOR A BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM GRANT THROUGH THE CALIFORNIA BEVERAGE CONTAINER RECYCLING AND LITTER REDUCTION ACT AND, THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE).

WHEREAS, pursuant to Public Resources Code § 48000 the Department of Resources Recycling and Recovery (CalRecycle) has established various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, **THEREFORE**, be it resolved by the City Council of the City of Pico Rivera that:

SECTION 1. That the City of Pico Rivera authorizes the submittal of a Beverage Container Recycling City/County Payment Program grants application to CalRecycle.

SECTION 2. The City Manager, or his/her designee, is hereby authorized and empowered to execute in the name of the City of Pico Rivera all documents, including but not limited to, applications, agreements, annual reports including expenditure reports and amendments necessary to secure said payments to support the City's Beverage Container Recycling City/County Payment Program.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

<u>SECTION 4</u>. These authorizations shall be effective for five (5) years from the date of adoption of this resolution.

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RESOLUTION NO. <u>6947</u> Page 2 of 2

APPROVED AND ADOPTED this <u>27th</u> day of <u>March 2018</u>, by member of the City Council of the City of Pico Rivera, voting as follows:

Gustavo V. Camacho, Mayor

ATTEST:

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

Anna M. Jerome, City Clerk

AYES:Archuleta, Armenta, Salcido, Tercero, CamachoNOES:NoneABSENT:NoneABSTAIN:None

AGENDA REPORT



CITY COUNCIL

То:	Mayor and City Council		
From:	Acting City Manager		
Meeting Date:	March 27, 2018		
Subject:	RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION FOR A BEVERAGE CONTAINER RECYCLING GRANT THROUGH THE CALIFORNIA BEVERAGE CONTAINER RECYCLING AND LITTER REDUCTION ACT AND THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE)		

Recommendation:

- 1. Approve a resolution authorizing the City of Pico Rivera's submittal of a grant application to CalRecycle for funding under their Beverage Container Recycling City/County Payment Program Fiscal Year 2017-18; and
- 2. Authorize the Acting City Manager and the Director of Community and Economic Development to execute all related grant documents and administer the grant (if the application is selected).

Fiscal Impact:

There is no fiscal impact as a result of the recommended action because there is no direct cost associated with the submittal of the grant application. The proposed grant will reimburse the City \$16,126 and does not require local matching funds. However, should the City be awarded a grant from the California Beverage Container Recycling and Litter Reduction Act and the Department of Resources Recycling and Recovery (CalRecycle), City staff will need to request an amendment to the adopted budget to appropriate the \$16,126. Staff will return to the City Council at a future date should the grant be awarded and will request a budget amendment at that time.

Discussion:

The Department of Resources Recycling and Recovery (CalRecycle) has established various grant programs furthering the State of California's (State) efforts to reduce, recycle and reuse solid waste generated statewide and preserving landfill capacity, and protecting the environment, public health and safety in California.

The City of Pico Rivera is eligible to apply for a \$16,126 grant under the State's

CITY COUNCIL AGENDA REPORT – MEETING OF MARCH 27, 2018 RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION FOR A BEVERAGE CONTAINER RECYCLING GRANT THROUGH THE CALIFORNIA BEVERAGE CONTAINER RECYCLING AND LITTER REDUCTION ACT AND THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) Page 2 of 2

Beverage Container Recycling City/County Payment Program. The goal of this grant is to reach and maintain an 80% recycling rate for all California Refund Value beverage containers that include aluminum, glass, plastic, and bi-metal. For this grant cycle, it is anticipated that funds will be used for activities related to beverage container recycling, litter reduction and public education projects.

An application for these grant funds requires an applicant's governing body to declare by resolution certain authorizations related to the administration of the program.

Conclusion:

Staff recommends that the City Council approve the resolution authorizing submittal of a grant application to the California Beverage Container Recycling and Litter Reduction Act. Should the City be awarded this grant, staff will return to the City Council with a request to amend the budget accordingly.

James Enriquez

JE:SC:RC:smc

Enclosures: 1) Resolution 2) Application



Beverage Container Recycling City/County Payment Program

City/County Annual Payment and Reporting System

Funding Request Certification

Pico Rivera

Funding Request Cycle: FY 2017-2018

Type: Individual

Eligible Funds (\$): 16,126

Enclosure

Program Requirements

1) Provide a brief description of the proposed project(s) that you plan to implement with city/county payment program funds. Public Resources Code 14581 (a)(3)(B).

Project Description:

The City of Pico Rivera will focus on the development of programs that promote beverage container recycling and litter prevention through the following: 1) purchase of multi-recycling collection bins (to include beverage container recycling), 2) support of AB 341 Mandatory Commercial Recycling, 3) recycling programs that address multi-family residential facilities and public education and outreach activities that promote litter prevention.

2) Please specify supermarket siting information pursuant to Public Resources Code 14581 (a)(3)(F).

Have you prohibited the siting of a supermarket site?

No

Have you caused a supermarket to close its business?

No

Have you adopted a land use policy that restricts or prohibits the siting of a supermarket site within your jurisdiction?

No

3) Are you currently participating in mediation mandated by <u>AB 506?</u> Have you attempted to initiate such mediation or have you declared a fiscal emergency within the last 12 months? Note: The answer is for informational purposes and will not be used to determine eligibility for payment funding.

No

4) These funds shall not be used for activities unrelated to beverage container recycling or litter reduction, Public Resources Code 14581 (a)(4)(C).

Yes, I Accept

Contacts				
Name	Contact Type	Title	Phone	Email
Mr. Raymond Chavez	Secondary, Primary (Funding Request)	Assistant to the City Manager	(562) 801-4388	rchavez@pico-rivera.org
Mr. James Enriquez	Signature Authority	Acting City Manager	(562) 801-4225	Jenriquez@pico-rivera.org

Addresses		
Address	Address Type	County
6615 Passons Blvd. P.O. Box 1016 Pico Rivera, 90660-1016	Physical, Mailing, Payment	Los Angeles

Documents			
Document Type	Date	Title	
Resolution	03/15/2018	City of Pico Rivera Bev Cont Grant Resolution	

Printed: 3/15/2018



Beverage Container Recycling City/County Payment Program City/County Annual Payment and Reporting System

Funding Request Certification

Current Activity Group	Current Activity Item	
Beverage Container Collection Programs	Public Parks / Recreational Areas Government / Office Buildings Curbside - Multi-family Community Events	Budgeted Funds (\$) 9,000
Litter Clean-up	Community Events	1,000
Recycling Education	General Public	1,126
Personnel	Program Administrator	5,000
Total:		16,126

Penalty of Perjury Statement:

"I certify under penalty of perjury, under the laws of the State of California that I am authorized to sign this Funding Request on behalf of Recipient, that I have read the City/County Payment Program Guidelines and that to the best of my knowledge and belief that information provided in this Funding Request is true and correct."

Х

Signature of Signature Authority (as authorized in Resolution) or Authorized Designee (as authorized in Letter of Designation) Date

Print Name

Print Title

1.0

IMPORTANT! Recipient must print out this page, obtain signature of Signature Authority, upload signed document to the City/County Annual Payment and Reporting System, and retain the original document in the Recipient's cycle file.



CITY COUNCIL

AGENDA REPORT

То:	Mayor and City Council
From:	City Manager
Meeting Date:	December 12, 2023
Subject:	AMENDMENT NO. 1 TO AGREEMENT NO. 23-2172 WITH PM LAW ENFORCEMENT CONSULTING SERVICES FOR PUBLIC SAFETY COORDINATOR CONSULTING SERVICES

Recommendation:

1. Approve Amendment No. 1 to Agreement No. 23-2172, in a form approved by the City Attorney, for Public Safety Coordinator consulting services extending the agreement for an additional 12-month period from January 1, 2024 through December 31, 2024, at a new not-to-exceed amount of \$110,000.

Fiscal Impact:

The annual amount of these consulting services is estimated at \$60,000. With the addition of \$60,000 to the previously approved amount of \$50,000, the new not-to-exceed amount, if approved, will be \$110,000. Sufficient funds exist within the General Fund (Administration) Budget Account No. 100.15.100-54500 (Contracted Services) to properly fund these services. No additional appropriations are needed.

Background:

The City of Pico Rivera's (City) current agreement with the Los Angeles County Sheriff's Department (Sheriff's) for law enforcement services is for a 5-year period, beginning July 1, 2019, through June 30, 2024. Projected costs for law enforcement services provided by the Pico Rivera Sheriff's Department in fiscal year (FY) 2023-24 are \$13.9 million, inclusive of liability fees and equipment. The FY 2023-24 Sheriff's contract assigns 39.6 sworn officers and two (2) civilian personnel for public safety services in the City. To address emerging issues with homelessness and ensure city parks are safe environments for residents, the City amended the scope of services to assign deputies to assist with homelessness intervention and patrol city park facilities.

The City Council recognizes the importance of public safety and the need for effective coordination between law enforcement agencies and community stakeholders. To enhance this coordination, the City Council launched a pilot program in February 2023 that added a Public Safety Coordinator position at the City. The primary goal of the Public

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 AMENDMENT NO. 1 TO AGREEMENT NO. 23-2172 WITH PM LAW ENFORCEMENT CONSULTING SERVICES FOR PUBLIC SAFETY COORDINATOR CONSULTING SERVICES Page 2 of 4

Safety Coordinator pilot program is to determine if this position can improve public safety and emergency response by coordinating efforts between law enforcement, fire, emergency medical services, emergency management personnel, and other community stakeholders to strategically allocate resources, and identify priorities and opportunities for enhancements. Utilizing best practices such as leveraging data, crime statistics, and program evaluation can help ensure the Public Safety Coordinator position assists in the improvement of public safety outcomes within the City.

Discussion:

Shortly after the pilot program was launched, the City entered into Professional Services Agreement No. 23-2172 with PM Law Enforcement Consulting Services (PM), supervised by Phillip Marquez, former Captain of the Sheriff's Department (Pico Rivera Station). Since former Captain Marquez joined the City as the Public Safety Coordinator in March 2023, he has been at the forefront of driving the following objectives:

- 1. Strengthen Public Safety/Community Relationships: Work closely with law enforcement agencies and other community stakeholders to strengthen relationships with public safety personnel and the community based on mutual respect and trust. This helps to foster collaboration and cooperation between different groups, leading to improved public safety outcomes.
- 2. *Improve Communication:* Serves as a liaison for community members, law enforcement agencies, fire, emergency response personnel, emergency medical services and other stakeholders. The goal is to improve communication between these groups, ensuring that everyone is informed of important public safety issues and initiatives and allow for preparedness and timely responses.
- 3. Collaborate with other departments: Work closely with other departments within the city, such as public works, parks and recreation, and code enforcement, to identify and address public safety issues that may be impacted by their respective areas.
- 4. Develop and Implement Community Safety Plans: Work with community stakeholders, LA County Sherriff, LA County Fire, and City Emergency Operations staff to develop and implement community safety plans. This involves identifying key public safety issues and developing strategies to address them.
- 5. Coordinate Resources: Work to coordinate and prepare recommendations for staffing levels and resources from law enforcement agencies. This helps ensure that resources are optimized to address public safety issues. Additionally, the Public Safety Coordinator has been tasked with identifying, applying to, and securing additional resources to supplement community safety efforts from grant opportunities or other available sources of funding.

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 AMENDMENT NO. 1 TO AGREEMENT NO. 23-2172 WITH PM LAW ENFORCEMENT CONSULTING SERVICES FOR PUBLIC SAFETY COORDINATOR CONSULTING SERVICES Page 3 of 4

6. Use data to inform decisions: The Public Safety Coordinator also uses data and analytics to identify and prioritize public safety issues within the community. This helps ensure that efforts are focused on the most pressing issues and that progress can be measured and evaluated over time.

Former Captain Marquez has been instrumental in meeting the following City demands during his nine (9) months as Public Safety Coordinator:

- Procuring Shotspotter ShotSpotter technology is a gunfire detection, analysis and alert system which enhances a Sheriff's Department's response and investigation. Due to former Captain Marquez's extensive network of colleges in the law enforcement field, he was able to link the City with key personnel who already utilize the Shotspotter system. He was also able to assist the team at Shotspotter to identify key areas that would benefit from the technology.
- Social Host Ordinance A Social Host Ordinance is a law that holds non-commercial individuals responsible for underage drinking at parties on property they own, lease, or otherwise control. These events are marketed to patrons of all ages but focus on underage youth. In addition, these events lack supervision or security and have recently led to violent and often deadly outcomes for participants in this community. Former Captain Marquez collaborated with the Public Safety Ad Hoc Committee to draft language that will become legislation to safeguard the safety of our residents, primarily underage youth.
- Street Takeover Ordinance The Street Takeover Ordinance and its enforcement provides the City with additional resources to address the issue of illegal street takeovers, prevent such activities, and ensure that the roadways in Pico Rivera remain safe for everyone.
- Enhancing the coordination of efforts between the Los Angeles County Sheriff's Department and other law enforcement agencies for special projects.

Procurement:

Per Pico Rivera Municipal Code (PRMC) Section 3.20.030(B) (Sole Source Purchasing):

"The city may dispense with the bidding requirements if it finds that the supplies, services, or equipment are unique because of their quality, durability, availability, or fitness for a particular use and are available only from one source, or, if available from more than one source, can be purchased from the manufacturer or service provider for a lower price".

The City has determined that the services offered by former Captain Marquez meet the Sole Source Purchasing requirement under Section 3.20.030.B (Sole Source Purchasing) of the PRMC. Furthermore, the decision to appoint former Captain Marquez was influenced by his extensive experience with the Sheriff's and his service to the City of Pico Rivera.

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 AMENDMENT NO. 1 TO AGREEMENT NO. 23-2172 WITH PM LAW ENFORCEMENT CONSULTING SERVICES FOR PUBLIC SAFETY COORDINATOR CONSULTING SERVICES Page 4 of 4

The agreement with PM, effective in April 2023, provided Public Safety Coordinator services for a maximum amount of \$50,000. An amendment is required for PM to continue providing services to the City, as the current amount has been exhausted. Amendment No. 1 (Enclosure 1) extends the service period through December 31, 2024 and also updates the total not-to-exceed amount to \$110,000, which will be divided into monthly payments of \$5,000 for the 12-month term.

Conclusion:

Staff recommends the City Council approve Amendment No. 1 to Agreement No. 23-2172 between the City of Pico Rivera and PM Law Enforcement Consulting Services to extend the term through December 31, 2024, reflecting a new not-to-exceed total amount of \$110,000 for that period.

Steve Carmona

SC:AG:PM:smc

Enclosures: 1) Amendment No. 1 2) Agreement No. 23-2172

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PM LAW ENFORCEMENT CONSULTING SERVICES, AGREEMENT NO. 23-2172

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 23-2172 FOR PROFESSIONAL SERVICES WITH PM LAW ENFORCEMENT CONSULTING SERVICES ("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 PM LAW ENFORCEMENT CONSULTING SERVICES (registered as "PM Law Enforcement Services, LLC" Corporate Number 202354112756), ("CONSULTANT").

RECITALS

- A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain *Agreement for Professional Services, Agreement No.* **23-2172** ("Agreement") relating to professional services in the City of Pico Rivera.
- B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 5.1 of the Agreement.
- C. The Parties desire to amend the Agreement to provide additional compensation to cover the costs of the Additional Services and extend the Term of the Agreement through **December 31, 2024**.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. EXTENSION OF TERM.

Pursuant to Section 4 ("Term") of the Agreement, City hereby exercises the option to extend the Agreement. The Term of the Agreement shall now expire on December 31, 2024 ("First Extension"). Any additional extensions thereafter shall not be binding on the PARTIES unless memorialized in a writing executed by the PARTIES.

2. COMPENSATION.

Compensation for the First Extension under this **Amendment No. 1**, shall not exceed **Sixty Thousand Dollars (\$60,000)**, paid at \$5,000 monthly for the period from **January 1, 2024 through December 31, 2024**.

3. EFFECT OF AMENDMENTS.

Except as modified herein by this **Amendment No. 1**, 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.

Amendment No. 1 to Agreement No. 23-2172 **PM LAW ENFORCEMENT SERVICES LLC (dba PM LAW ENFORCEMENT CONSULTING SERVICES)** Page 2 of 2

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.

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" PM LAW ENFORCEMENT SERVICES LLC (dba PM LAW ENFORCEMENT CONSULTING SERVICES)			
Erik Lutz, Mayor	Phillip Marquez			
Dated:	Dated:			
ATTEST:	APPROVED AS TO FORM:			
Cynthia Ayala, City Clerk	Arnold M. Alvarez-Glasman, City Attorney			

AGREEMENT NO. 23-2172 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND PM LAW ENFORCEMENT CONSULTING SERVICES

1. IDENTIFICATION

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

2. <u>RECITALS</u>

2.1 City has determined that it requires professional services from a Public Safety Coordinator consultant to provide general advisory services to strengthen public safety and community relationships.

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 March 1, 2023 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": March 1, 2023

3.4 "Expiration Date": March 1, 2024

4. <u>TERM</u>

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

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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 \$50,000 (fifty thousand dollars 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. <u>COMPENSATION</u>

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 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

PROFESSIONAL SERVICES AGREEMENT PM LAW ENFORCEMENT CONSULTING SERVICES Page 3 of 18

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. PHILIP MARQUEZ, PRINCIPAL CONSULTANT OF PM LAW ENFORCEMENT CONSULTING SERVICES shall be the primary project administrator and shall have direct responsibility for management of the 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

PROFESSIONAL SERVICES AGREEMENT PM LAW ENFORCEMENT CONSULTING SERVICES Page 4 of 18

employees of City. 12.2The 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

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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,

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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 employees 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

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- 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 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).

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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 selfinsurance 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.

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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 scarmona@pico-rivera.org If to Consultant:

Philip Marquez, President Pm Law Enforcement Consulting Services Address City, State, Zip

With a courtesy copy to:

financedepartment@pico-rivera.org

Arnold M. Alvarez-Glasman, City Attorney 13181 Crossroads Parkway North Suite 400 - West Tower City of Industry, CA 91746 aglasman@agclawfirm.com PROFESSIONAL SERVICES AGREEMENT PM LAW ENFORCEMENT CONSULTING SERVICES Page 10 of 18

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,

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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

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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 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.

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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

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" PM LAW ENFORCEMENT CONSULTING SERVICES

•DocuSigned by: Steve Carmona CC6CB5FBF1CE48F...

Philip Marquez, President

Dated: 4/4/2023

March 1, 2023 Dated:

APPROVED AS TO FORM:

DocuSigned by:

and Glasman

Steve Carmona, City Manager

lerome-City Clerk hia Ayala, Jr. Deputy City Clerk

-29A8FEFC77074DB... Arnold M. Alvarez-Glasman, City Attorney

ATTEST:

DocuSign Envelope ID: 488EC7CD-5F59-41D8-BFCA-2D80414E93AD

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EXHIBIT A SCOPE OF SERVICES

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EXHIBIT B APPROVED FEE SCHEDULE

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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 PROFESSIONAL SERVICES AGREEMENT PM LAW ENFORCEMENT CONSULTING SERVICES Page 17 of 18

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

PROFESSIONAL SERVICES AGREEMENT PM LAW ENFORCEMENT CONSULTING SERVICES Page 18 of 18

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.

AGENDA REPORT



CITY COUNCIL

- **To:** Mayor and City Council
- From: City Manager

Meeting Date: December 12, 2023

Subject: APPROVE AMENDMENT NO. 1 WITH ECS IMAGING, INC. FOR ELECTRONIC DOCUMENT MANAGEMENT SOFTWARE AND SERVICES

Recommendation:

- Approve Amendment No. 1 to Professional Service Agreement No. 22-2132 with ECS Imaging, Inc. (ECS), to amend the agreement in the amount of \$88,077, bringing the not-to-exceed agreement amount to \$259,632, in the next four (4) years, for the Laserfiche electronic document management software and services; and
- 2. Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 22-2132 in a form approved by the City Attorney.

Fiscal Impact:

The fiscal year (FY) 2023-24 Adopted Budget has sufficient funding in GL Account No. 100.20.6040-52805 (Software License) to cover the additional cost of \$42,280 in the amendment. Future appropriations to cover the additional cost of \$45,797 for the approved amendment will be incorporated into the budgets of subsequent fiscal years.

Should the City Council approve the amendment, the agreement with ECS will increase by \$88,077, from \$171,555 to \$259,632, over the course of the following four (4) years. The table on page five (5) of this staff report outlines the changes.

Background:

The City has been seeking a new document management solution, as the existing system, Questys, has aged technology and cannot meet the increased needs of municipality clients. City staff regularly experience difficulties with record keeping, document searching, and information retrieval. Therefore, an effective electronic document management system would provide the necessary solution for an agency seeking efficiency and accuracy in document routing, storing, tracking, and retrieval.

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 APPROVE AMENDMENT NO. 1 WITH ECS IMAGING, INC. FOR ELECTRONIC DOCUMENT MANAGEMENT SOFTWARE AND SERVICES Page 2 of 6

On October 11, 2022, the City Council approved the agreement with ECS for Laserfiche electronic document management software and services, in an amount not-to-exceed \$171,555, including \$112,365 over three (3) years and two (2) one-year extensions of \$29,595 in each year at the City of Pico Rivera's (City) discretion.

City staff have been diligently collaborating with ECS since December 2022 to successfully implement the Accounts Payable (AP) Workflow, Document Storage and Permit Record Storage within Laserfiche. As they continued with the implementation, it became evident that additional licenses and modules, such as Smart Invoice Capture and Cloud Vault, were necessary. Therefore, it is crucial to provide additional support to guarantee the seamless operation of the system.

Discussion:

After conducting extensive research and thorough analysis, City staff from various departments, including the City Clerk's Office, Community and Economic Development Department, and the Administrative Services Department, in collaboration with Information Technology (IT) Consultants from Infinity Technologies, concluded that Laserfiche (provided by ECS) fulfills all the vital criteria outlined below:

- Comply with industry-recognized standards relating to security techniques and information security management and provide administrative users with controls to prevent stored records from being overwritten, deleted, or altered.
- Provide tools and features to:
 - Enable workflow efficiencies,
 - Improve information sharing,
 - Improved document searchability,
 - Decrease duplication of records, and
 - Minimize costs for carrying out the governance of an effective Records and Information Management Program; and
- Aligns with the City's strategy for reducing its carbon footprint and Citywide printing paper usage by taking necessary steps to practice environmental stewardship and social and financial sustainability.

Over the last year, City staff collaborated with ECS to establish the AP Approval Workflow and the Record Management system, which required converting data formerly kept in Questys and scanning permit-related information from hard copies.

As the implementation progressed, City staff recognized the need for the following additional items/services: (a) licenses, (b) modules, and (c) support from ECS.

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 APPROVE AMENDMENT NO. 1 WITH ECS IMAGING, INC. FOR ELECTRONIC DOCUMENT MANAGEMENT SOFTWARE AND SERVICES Page 3 of 6

- (a) As department heads review and verify the implementation outcomes, they have expressed the view that a greater number of staff members could benefit from accessing digital data rather than relying on hard-copy documents. In response to this feedback, City staff recommend increasing the agreement by \$30,675 to accommodate additional users and fully leverage the benefits of digital record retention and workflows, including a cost increase of \$6,330 in FY 2023-24.
- (b) In addition, ECS introduced other Laserfiche modules, namely Smart Invoice Capture and Cloud Vault, with the goal of improving operational efficiency. The Smart Invoice Capture module automates the retrieval of crucial details such as vendor name, invoice date, invoice number, and invoice amount, eliminating the need for manual data entry by staff within the Laserfiche system. Furthermore, once the AP invoices undergo processing for payment, Cloud Vault captures the invoices, supporting documentation, and the approval audit trail in a digital repository. This eliminates the need for staff to physically file AP invoices in boxes and manage their storage within the premises or at external storage facilities.

Moreover, ECS recommends that the City transition from the Professional Tier to the Business Tier, which encompasses unrestricted Weblink Public Portal and Form Portal usage and includes Records Management at no additional cost. The net change requires an additional funding of \$28,052, including a cost increase of \$6,600 in FY 2023-24.

(c) The City intends to implement the Record Management Module, Contract Management Flow and Purchase Order Flow in the upcoming phase. Given the increased number of users and modules, there is a need for supplementary support from ECS. City staff recommend increasing the agreement by \$29,350 to ensure the seamless transition and functioning of the system, including a cost increase of \$29,350 in FY 2023-24.

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CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 APPROVE AMENDMENT NO. 1 WITH ECS IMAGING, INC. FOR ELECTRONIC DOCUMENT MANAGEMENT SOFTWARE AND SERVICES Page 4 of 6

Original Agreement		1				 			
Laserfiche system	Туре		Year 1	Year 2	Year 3	Year 4 ptional		Year 5 ptional	Total
Laser nene system						 •	- 0		Total
	Quantity		10	22	22	22		22	
Full Access Users	Cost	\$	8,300	\$ 18,260	\$ 18,260	\$ 18,260	\$	18,260	\$ 81,340
	Quantity		10	38	38	38		38	
Participant Users	Cost	\$	1,200	\$ 4,560	\$ 4,560	\$ 4,560	\$	4,560	\$ 19,440
	Hours		100	50	25	25		25	
ECS Gold Priority Support	Cost	\$	17,500	\$ 8,750	\$ 4,375	\$ 4,375	\$	4,375	\$ 39,375
Weblink Public Portal		\$	600	\$ 600	\$ 600	\$ 600	\$	600	\$ 3,000
Form Portal		\$	1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$	1,800	\$ 9,000
Install, Configuration, and Consulting Services		\$	12,800						\$ 12,800
Data Conversion Services		\$	9,900						\$ 9,900
1st Year Discount		\$	(3,300)						\$ (3,300)
Total Cost		\$	48,800	\$ 33,970	\$ 29,595	\$ 29,595	\$	29,595	\$ 171,555

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CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 APPROVE AMENDMENT NO. 1 WITH ECS IMAGING, INC. FOR ELECTRONIC DOCUMENT MANAGEMENT SOFTWARE AND SERVICES Page 5 of 6

Amended Agreement		F	Y 22-23	F	(23-24	F	ý 24-25	Y 25-26 Year 4	Y 26-27 Year 5		Total]		hanges Total]
Laserfiche system	Туре	,	Year 1		Year 2	١	Year 3	ptional	ptional		TOLAI		Fi	e Years	
•	Quantity		10		25		25	25	25						
Full Access Users	Cost	\$	8,300	\$	23,750	\$	24,463	\$	\$ 25,953	\$	107,663		\$	26,323	(a
	Quantity		10		45		45	45	45						Ľ
Participant Users	Cost	\$	1,200	\$	5,400	\$	5,562	\$ 5,729	\$ 5,901	\$	23,792		\$	4,352	(a
Subtotal of (a)													\$	30,675	
Weblink Public Portal		\$	600							\$	600		\$	(2,400)	(b
Form Portal		\$	1,800							\$	1,800		\$	(7,200)	(b
Install, Configuration, and Consulting Services		\$	12,800							\$	12,800			-	
Data Conversion Services		\$	9,900							\$	9,900			-	
Smart Invoice Capture			*	\$	6,000	\$	6,180	\$ 6,365	\$ 6,556	\$	25,101		\$	25,101	(b
Cloud Vault				\$	3,000	\$	3,090	\$ 3,183	\$ 3,278	\$	12,551		\$	12,551	(b
Subtotal of (b)													\$	28,052	
ECS Gold Priority Support	Hours		100		25		25	25	25						
General	Cost	\$	17,500	\$	4,375	\$	4,375	\$ 4,375	\$ 4,375	\$	35,000		\$	(4,375)	(c
ECS Gold Priority Support	Hours				12										
Contract Workflow	Cost			\$	2,100					\$	2,100		\$	2,100	(c
ECS Gold Priority Support	Hours				88										
Contract Workflow	Cost			\$	15,400					\$	15,400		\$	15,400	(c
ECS Gold Priority Support	Hours				64										
Purchase Order Workflow	Cost			\$	11,200					\$	11,200		\$	11,200	(c
ECS Gold Priority Support	Hours				3										
Weblink Customization	Cost			\$	525					\$	525		\$	525	(c
Records Management										1					
Module Setup	Cost			\$	4,500					\$	4,500		\$	4,500	(c
Subtotal of (c)													\$	29,350	
1st Year Discount		\$	(3,300)							\$	(3,300)		\$	-	
Total Cost		\$	48,800	\$	76,250	\$	43,670	\$ 44,849	\$ 46,063	\$	259,632		\$	88,077	
Annual Changes		\$	-	\$	42,280	\$	14,075	\$ 15,254	\$ 16,468	\$	88,077				

* Paid with a separate procurement

(a) & (b) are subject to an annual 3% CPI increase for years 3 through 5.

Conclusion:

Amendment No. 1 proposes a cumulative increase of \$88,077 over the next four (4) years. The implementation of Laserfiche aligns with the City's goals to embrace new

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 APPROVE AMENDMENT NO. 1 WITH ECS IMAGING, INC. FOR ELECTRONIC DOCUMENT MANAGEMENT SOFTWARE AND SERVICES Page 6 of 6

ideas and innovation in the City's operations and delivery of services. To optimize the benefits of the Laserfiche program, City staff recommend approving Amendment No. 1 to Agreement No. 22-2132 with ECS over the course of the next four (4) years. The amendment would provide additional licenses, modules, and support hours, ensuring the prompt delivery of Laserfiche functionalities to City staff, thereby enhancing operational efficiency.

Steve Carmona

SC:AG:JG:ep

Enclosures: 1) Amendment No. 1 2) Agreement No. 22-2132

AMENDMENT NO. <u>1</u> TO THE PROFESSIONAL SERVICES AGREEMENT WITH ECS IMAGING, INC., AGREEMENT NO. <u>22-2132</u>

THIS AMENDMENT NO. <u>1</u> TO AGREEMENT NO. <u>22-2132</u> FOR PROFESSIONAL SERVICES WITH ECS IMAGING, 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 ECS IMAGING, INC., ("CONSULTANT").

RECITALS

- A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain *Agreement for Professional Services, Agreement No.* <u>22-2132</u> ("Agreement") relating to professional services in the City of Pico Rivera.
- B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 5.1 of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT. Modifications to the Scope of Work shall include the following:

(a) Additional Users.

(b) Laserfiche Modules for Operational Efficiency - Smart Invoice Capture and Cloud Vault modules.

(c) Transition to Business Tier and Supplementary Support.

2. MODIFICATION OF CONSULTANT'S COMPENSATION.

The compensation to be paid by CITY to CONSULTANT for the modified work and services identified in this Amendment No. <u>1</u> shall be as follows:

Total compensation in accordance with the Consultant's Fee Proposal dated 12/05/2023 for an amount not to exceed \$259,632 (Two hundred fifty-nine thousand, six hundred thirty-two dollars) to be expended over the course of the remaining four (4) years of the Agreement.

3. EFFECT OF AMENDMENTS.

Except as modified herein by this Amendment No. 1, 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.

4. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. $\underline{1}$ 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. $\underline{1}$.

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

"CITY" CITY OF PICO RIVERA	"CONSULTANT" ECS IMAGING, INC.
CITT OF FICO RIVERA	
Steve Carmona, City Manager	Debbi Bodewin, Chief Executive Officer
Dated:	Dated:
ATTEST:	APPROVED AS TO FORM
Cynthia Ayala, City Clerk	Arnold M. Alvarez-Glasman, City Attorney
Dated:	Dated:

AGREEMENT NO. <u>22-2132</u> PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND ECS IMAGING, 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 ECS Imaging, Inc., ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. <u>RECITALS</u>

2.1 City has determined that it requires professional services from a consultant to provide electronic document management software and 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 September 12, 2022 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 September 12, 2022 proposal to City attached hereto as Exhibit "A."

3.3 "Commencement Date": September 28, 2022

3.4 "Expiration Date": September 27, 2027

4. <u>TERM</u>

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

Agreement No. ____ ECS Imaging, Inc. Page 2 of 38

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 Hundred Seventy-One Thousand, Five Hundred Fifty-Five Dollars and Zero Cents** (\$171,555.00) 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. <u>COMPENSATION</u>

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 not due to the 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

Agreement No. ____ ECS Imaging, Inc. Page 3 of 38

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. **Debbie Bodewin**, Chief Executive Officer 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

Agreement No. ____ ECS Imaging, Inc. Page 4 of 38

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

Agreement No. ____ ECS Imaging, Inc. Page 5 of 38

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

Agreement No. ____ ECS Imaging, Inc. Page 6 of 38

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: Agreement No. ____ ECS Imaging, Inc. Page 7 of 38

- 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 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

Agreement No. ____ ECS Imaging, Inc. Page 8 of 38

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 selfinsurance 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

Agreement No. ____ ECS Imaging, Inc. Page 9 of 38

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:

Debbie Bodewin, Chief Executive Officer ECS Imaging, Inc. 5905 Brockton Ave STE C Riverside, CA, 92506

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney 13181 Crossroads Parkway North Agreement No. ____ ECS Imaging, Inc. Page 10 of 38

> 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.

Agreement No. ____ ECS Imaging, Inc. Page 11 of 38

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

Agreement No. _____ ECS Imaging, Inc. Page 12 of 38

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.

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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 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

Agreement No. _____ ECS Imaging, Inc. Page 13 of 38

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

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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.

[SIGNATURES ON THE FOLLOWING PAGE]

Agreement No. ____ ECS Imaging, Inc. Page 14 of 38

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

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Steve Carmona, City Manager

1012-22 Dated:

ATTEST:

"CONSULTANT" ECS IMAGING, INC.

DocuSigned by: Debbi Bodewin

000E03701F2949F...

Debbie Bodewin, Chief Executive Officer

Dated: 9/28/2022

APPROVED AS TO FORM:

Anna M. Jerome, y Clerk

Ambly A. Sle

Arnold M. Alvarez-Glasman, City Attorney

Exhibit A

LASERFICHE CLOUD PROPOSAL

Submitted to: City of Pico Rivera

Date Submitted: 09/12/2022 Valid Through: 10/12/2022



ECS Imaging, Inc. 5905 Brockton Ave. Suite C Riverside, CA 92506 Toll Free – (877) 790-1600 www.ecsimaging.com Submitted By: Laura Wayman 323-241-8294 laura@ecsimaging.com

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Project Summary and Quote

Laserfiche Cloud Professional

	ECS IMAGING, INC.	877-790-1600 5905 Brockton Ave. Sto. C Riverside, CA 92508 www.ECSImaging.com	ai.
Quotation For		Quote Info OF 2022	¥ 2
Name: Title: Company: Address: Phone: E-mail:	Mohmmad Ahmed IT City of Pico Rivera 6615 Passons Bivd. Pico Rivera, CA 90660 562-942-2000 mahmed@inflechnologies.com	Date: 9/12/2022 Quote Number: 17122022 Valid Through 10/12/2022 Terms: Net 30 Account Manager: Laura Wayman Phone: 323-241-8294 E-mait: laura@ecsimaging.com	
Description of Pre	oduct and Services		_
Total Storage	1.00 TB		_

Software-as-a-Service

Laserfiche Cloud Professional Document Management and 100 GB storage per user for 5-49 users.

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(600.00)

Laserfiche Cloud Professional Tier includes: Direct Share, Data Encryption at Rest, Autoscaling, Automated & Encrypted Backups, Intrusion Detection, Automated Feature & Security Updates, Automated Text Extraction, Import Agent with Email Archive, Starter Audit Trail+, Workflow & Forms Process Automation, Connector, Surveys, 1 Workflow Bot, 10 Quick Fields Complete w/Agent. Integrations with MS Office, SharePoint, Teams, MS Dynamics 365 & Redtail. 50,000 RESTful web API calls/month.

SKU	Description	Ux	nt Price	Quantity	Line Total
CLENF2	Laserfiche PF Cloud Professional Users (5-49)	ş	830.00	10	\$ 8,300.00
CFPAR	Laserfiche PF Cloud Participant Users (10-199)	\$	120.00	10	\$ 1,200.00
CLPALP	Laserfiche PF Cloud Weblink Public Portal (Up to 1,000 Views/month)	\$	600.00	1	\$ 600.00
CLEPAL	Laserfiche PF Cloud Forms Portal (Up to 1,000 Submissions/mo)	\$	1,800.00	1	\$ 1,800.00
ECSGOLD	ECS GOLD Priority Support	\$	175.00	100	\$ 17,500.00

1st Year Discount

Cioud Professional Subtotal \$

28,800.00

Professional Services (One-time)

SKU	Description	114 1481	Unit Price	Quantity	7	Line Total
ECSCI	ECS Install, Configuration, and Consulting Services	\$	12,800.00	1.0	\$	12,800.00
ECSC	ECS Data Conversion Services	\$	9,900.00	1.0	\$	9,900.00
				Dubtet	1.4	

Discount	\$ {2,700.00}	Subtotal \$	20,000.00

Special Terms

One Time professional Services Include adimin training, end user training, install and configuration and consulting on 3 group (City Clerk/ Administrative/ Community Development Department). The consulting includes best practices on organizing folder structures, creating templates with indexed fields, and security rights. Data Conversion Services include migration of 77GB from Questys to Laserliche. This includes quality check on document migration. Basic Weblink Configuration. Integration Services cover the setup of 1 Auto Routing Workflow for New Documents. This will name document and pull from incoming folder. Template in Laserliche will be provided by City and must have completed fields in order for workflow to operate. GRM scanning company would need to Input these fields and need to be provided these templates prior to providing scanning. This Quote Includes a Retention Workflow which will include 2 consulting sessions to review the retention schedule and covers 50 unique retention schedules or less. This will build a workflow to run automatically that notifies appropriate staff via email regarding documents eligible for destruction or nearing destruction

	Tax Ś	0.00%	Tax Rate Software Only (Download Only)
_	Shipping \$	0.0076	tax kate software only (bownoad only)
	Subbug 2		
40,000,00	fait cast é	(Clock Marca) Tabal Ha	
48,800.00	HOILLOSL 5	(First Year) Total Up	

(First Year) Total Upfront Cost \$



*Second Year Cost is adding 12 Additional Named Users and 28 Participant Users:

SKU	Description	U	nit Price	Quantity	7	Line Total
CLENF2	Laserfiche PF Cloud Professional Users (5-49)	\$	830.00	22	\$	18,260.00
CFPAR	Laserfiche PF Cloud Participant Users (10-199)	\$	120.00	38	\$	4,560.00
CLPALP	Laserfiche PF Cloud Weblink Public Portal (Up to 1,000 Views/month)	\$	600.00	1	\$	600.00
CLFPAL	Laserfiche PF Cloud Forms Portal (Up to 1,000 Submissions/mo)	\$	1,800.00	1	Ş	1,800.00
ECSGOLD	ECS GOLD Priority Support	\$	175.00	50	\$	8,750.00

Cloud Professional Subtotal \$

33,970.00

**Third Year Cost:

SKU	Description	U	uit Price	Quantity	,	Line Total
CLENF2	Laserfiche PF Cloud Professional Users (5-49)	\$	830.00	22	Ş	18,260.00
CFPAR	Laserfiche PF Cloud Participant Users (10-199)	\$	120.00	38	\$	4,560.00
CLPALP	Laserfiche PF Cloud Weblink Public Portal (Up to 1,000 Views/month)	\$	600.00	1	\$	600.00
CLFPAL	Laserfiche PF Cloud Forms Portal (Up to 1,000 Submissions/mo)	\$	1,800.00	1	\$	1,800.00
ECSGOLD	ECS GOLD Priority Support	\$	175.00	25	\$	4,375.00

Cloud Professional Subtotal \$

o On-site/remote support hours included as quoted. On-site within next business day as

under this plan can purchase on-site hours at \$250/hour with a 1 hour minimum for

remote support, and an 8 hour minimum onsite charge in addition to travel expenses.

needed. Additional hours of support purchased at a discounted hourly rate. Customers not

29,595.00

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Billing Terms:

*Software & Maintenance billed 100% at project start. *Services billed 50% up front minimally w/ remaining Services as incurred. *Standard Processing fee added to credit card payments Annual Priority Support Contract Includes

> to Quarterly User Groups Monthly E-Newsletter

o Maximum 4 Hour Response Time - Upgraded from 24 hours with traditional LSAP support O Two free admissions to the ECS Annual Customer Conference along with Free Admission o Live Hours of support are 7:30am - 5:00pm PST M-F o Unlimited Phone and E-mail Support

o On-site time is calculated to the nearest half hour and minimum onsite calculation is

between 2-8 hours depending on the location

o On-site time can be used for remedial training, installing updates, and consulting, in addition to support

o ECS may allow planned after hours support in rare circumstances. In these circumstances

Priority Support will be billed at double the hourly rate.

Hardware Return Policy:

Unopened boxed hardware may be exchanged for a full cash or credit refund within 7 days - a 15% restocking fee may apply. Defective hardware will be exchanged for a replacement per the terms and conditions specified on the product warranty card.

A bucket of Gold Priority Support has been provided in each annual cost for 3 years to cover the completion of: 1.) Agenda Routing and Approval Process, 2.) Finance Ap Routing and approval, 3.) Finance PO routing and approval, 4.) City Clerk's Contract Management approval. Each process has a generic form that can be modified. We include 2 rounds of changes once a form process has been completed for testing in our estimate of hours. If additional rounds of changes take place, the estimate of hours may increase to account for additional changes needed by the City. Total Estimate of hours over a 3-year period for these (4) processes is 175 hours of Gold Priority Support at the discount rate of \$175 per hour.



Proposed System:

□ Laserfiche Cloud Starter includes: Direct Share, Data Encryption at Rest, Autoscaling, Automated & Encrypted Backups, Intrusion Detection, Automated Feature & Security Updates, Automated Text Extraction, Import Agent with Email Archive and Starter Audit Trail. Integrations with MS Office, SharePoint, Teams, MS Dynamics 365.

⊠ Laserfiche Cloud Professional includes: Laserfiche Cloud Professional Tier includes: Direct Share, Data Encryption at Rest, Autoscaling, Automated & Encrypted Backups, Intrusion Detection, Automated Feature & Security Updates, Automated Text Extraction, Import Agent with Email Archive, Starter Audit Trail+, Workflow & Forms Process Automation, Connector, Surveys, 1 Workflow Bot, 10 Quick Fields Complete w/Agent. Integrations with MS Office, SharePoint, Teams, MS Dynamics 365 & Redtail. 50,000 RESTful web API calls/month.

□ Laserfiche Cloud Business includes: Laserfiche Cloud Business Tier includes: Direct Share, Data Encryption at Rest, Autoscaling, Automated & Encrypted Backups, Intrusion Detection, Automated Feature & Security Updates, Automated Text Extraction, Import Agent with Email Archive, Advanced Audit Trail, Workflow & Forms Process Automation, Connector, Surveys, 1 Workflow Bot, 10 Quick Fields Complete w/Agent, Records Mgmt. Unlimited Weblink Public Portal Views, Forms Portal Unlimited Submissions. Integrations with MS Office, SharePoint, Teams, MS Dynamics 365, Redtail & DocuSign. 100,000 RESTful web API calls/month.



ECS Company Background

ECS Imaging has been in business for 32 years and has maintained the same mission since its inception; the customer comes first. With a strong leadership team delivering a consistent vision, ECS works to provide our customers with the highest quality service possible. Our mission of blending technology to meet business needs has been the foundation. ECS became a Laserfiche Solutions Provider in 1995 and has achieved top performance recognition consistently every year since. The company services our customer's implementations from our Headquarters in Riverside with Team members serving all of California.

ECS Imaging is a **PLATINUM Certified Laserfiche Solutions Provider** and has continuously been ranked as the top Solutions Provider in the western United States for 27 consecutive years, and achieving the status of 3rd largest Laserfiche provider in the world since 2017. Our efforts are focused on helping organizations become more efficient by automating manual tasks and eliminating paper-based business processes. We specialize in providing local government innovative turn-key document management solutions with the award winning Laserfiche Enterprise Content Management Systems.

ECS Imaging is a full-service document management solutions provider offering a full range of turn-key services including:

- Laserfiche Software Installation and Consulting
- Project Management
- Systems Integration
- Cloud Migration Services
- Business Process Automation
- Data Conversion Services
- On-going Support of Software and Hardware
- Remote and On-Site Training and On-going Support
- Out-of-the-box Integrations and Custom Integrations with 3rd Party Applications
- Custom Documentation
- Scanning Services (including Large Maps, Microfilm, Microfiche conversion)
- Complimentary Quarterly User Group Workshops with Training
- Complimentary Annual Training Conferences (19 Years)
- Monthly Training Webinars:

Our goal is helping organizations of all sizes improve business operations and increase productivity. We can help your organization: Eliminate Paper Based Processes, Automate Data and Information Collection, Secure Information from Unauthorized Use, Simplify and Secure the Management of Business Records, Meet Regulatory Compliance Needs, and more.

With the largest technology staff of any Laserfiche Solution Provider in the Western US, we have the expertise, experience, and proficiency to successfully install and support any size Laserfiche system for any type of business. We have implemented systems for individual departments, multiple departments, multiple locations, enterprise wide and nationwide. We are a local government specialist with over 150 City and 20 County Laserfiche implementations. We understand the industry compliance requirements for government and document management in general. Our targeted focus provides expert consultative



knowledge shared to our entire customer base. Additionally, ECS provides a personal touch with a dedicated implementation, project management and customer success team assigned to your projects.



All ECS Executive, Sales and Technical staff attend training sessions on an annual basis. Staying up-to-date and informed on the latest features and enhancements within Laserfiche and the Document Management Industry provides our clients with the best consulting and support services available. As a **PLATINUM Certified** Laserfiche Solutions Provider, all ECS Technicians are Laserfiche certified. **ECS Technical staff has completed over 200 Laserfiche Certifications collectively** along

with many network and database certifications.



Laserfiche Winners Circle is an exclusive annual event attended by the top Laserfiche Solution Providers in the world that demonstrate outstanding sales growth, performance, and a commitment to exceptional customer service. ECS has ranked the top 3rd in the world for many years and the top provider in California since we started with Laserfiche in 1995. ECS is competently ranked as a **PLATINUM** level Laserfiche Solutions Provider.

ECS Customer Commitment

ECS is committed to our customer's success. By providing exceptional and consistent implementation,



training, and consultative support services we can ensure that our customers have the tools and knowledge to successfully achieve their document management initiatives. This is reflected in the feedback we have received from our customers through over 90+ 5-Star Google Reviews. Link to Google Reviews: <u>Southern CA</u>, and <u>Customer</u> <u>Success Stories</u> on how ECS has helped many similar organizations.

How the ECS Team is here for you

Executive Team	Customer Success Team
 ✓ Key Stake Holders ✓ Ensuring (ARO) Accountability, Responsibility, Ownership ✓ Leadership 	 ✓ Main Point of Contact /Feedback ✓ User Experience and Success ✓ Coordination of Services ✓ Product Consulting
Project Management Team	Technical Support Team
 ✓ Projects for Business Process Improvements ✓ Automated Workflows & Forms Processes ✓ Laserfiche Integrations ✓ Training on Laserfiche solutions 	 ✓ Technical Support ✓ Updates and Upgrades ✓ Server and Cloud Migrations ✓ Training on products



Laserfiche Qualifications

Laserfiche Leads in Local Government

- Laserfiche has over 30 years of experience in the local government market and is used by thousands of government agencies worldwide
- Laserfiche is the enterprise content management (ECM) of choice for the majority of CDG's top digital cities and counties
- Over 3,000 Cities Nationwide and 1/3 of the Counties

Laserfiche Enterprise Platform

Laserfiche Solution Highlights

- Automated Business Processing
- Mobile App
- Electronic Forms
- Electronic Signatures
- WebLink Public Portal
- Content Management
- Records Management
- Audit Trail & Reporting
- Redaction & OCR Built-in
- Desktop & Web Clients/Admins
- Advanced Capture Tools
- Trusted Systems Compliance
- Laserfiche Cloud

Out of Box Integrations

- Microsoft Office & SharePoint
- Granicus
- DocuSign
- ESRI / GIS
- Email Archiving
- Tyler EnerGov
- Accela TruAutomation
- SAP
- Salesforce
- Redtail
- 100's more using Connector

Laserfiche Awards and Recognition

Laserfiche has excelled at winning awards throughout its legacy since 1987. Here's a few recent very accomplished accolades.

- Gartner Peer Insights Laserfiche Named a <u>2020 Gartner Peer Insights</u> <u>Customers' Choice</u> for Content Services Platforms. The "Voice of the Customer"
 - 2021 Gartner Peer Insights



- Gartner Peer Insights Laserfiche Named a <u>2021 Gartner Peer Insights</u> <u>Customers' Choice</u> for Content Services Platforms.
- Laserfiche Named a 2021 Product of the Year Award Winner by Cloud Computing Magazine
- Gartner Peer Insights shows 95% would recommend Laserfiche and overall rating of 4.7 of 5.
- Nucleus Research Traditional old-style enterprise content management (ECM) was an inflexible product designed purely for document storage and simple retrieval. Today, modern ECM includes advanced technologies such as artificial intelligence (AI) and machine learning (ML) that automate business processes, improve data capture and classification, provide contextual search capabilities, and deliver information governance. The Nucleus Research ECM Technology Value Matrix 2018 reflects advances made this past year, evaluating vendors for functionality, usability, and the value that a vendor's solution brings to the client.



Support and Maintenance

✓ Laserfiche Support Assurance Plan (LSAP) is an integral part of keeping your software up to date and ensuring that you have access to all of the latest features and functionality the software has to offer. The Laserfiche Software Assurance Basic Plan includes the following:

- Unlimited telephone support through your authorized reseller
- Free copies of Software Version Updates.
- All the latest hotfixes, updates and patches to keep your system running at peak efficiency.
- 24/7 access to the Laserfiche Support Site and Laserfiche Answers.
- Comprehensive training opportunities are available including quarterly Regional Training and the annual Laserfiche Empower Conference
- 100% of the purchase price of your current Laserfiche software can be credited to any new product purchase.

✓ ECS <u>GOLD</u> Priority Support is an optional support plan to the basic Laserfiche Software Assurance Plan (LSAP). Where LSAP offers a response time within 24 hours, ECS GOLD Priority Support responds promptly to our client's needs and concerns. Our experienced tech team will respond within 4 hours of our client's call. Most calls are answered immediately and resolved within the same business day. Also includes admission to our complimentary quarterly user group workshops and the ECS Annual Customer Conference (TRANSFORM).

ECS GOLD Priority Support Plan includes a Toll-Free number with **Unlimited Priority Phone Support** with a 4- hour response time. Additional support avenues include a dedicated support email account (HelpDesk@ecsimaging.com), and Website with download/upload capabilities. We also offer Remote Desktop Assistance.

ECS GOLD Priority Support is offered for on-site and remote technical assistance. Hours can be used for configuring workflows, forms, integrations, training, remedial support, additional consulting requirements, or for version upgrades/releases of the software. Support hours are 7:30 am – 5:00 pm, Monday – Friday PST excluding major holidays. All support will be provided through ECS Imaging, Inc. directly.

Each customer maintains an experienced Customer Success Manager dedicated to your current and future needs. Your Customer Success Manager helps coordinate training and on-site visits, provides consultative advice to the project not only at the beginning, but also for planning out future requirements. This level of care ensures a smooth implementation and guarantees that our client's expectations are met and exceeded always.

ECS Training

Training can be provided onsite or remote by certified ECS trainers using the installed system, and can be scheduled for individuals or groups according to their role. Training sessions are developed and tailored specifically to our customer's requirements. Training can be provided for new installations, new users, refresher training, updated features and functionality, additional software modules, etc. Below is an overview of the typical types of training we offer:



On-Site End-User Training

This hands-on or group training is for users who have never used Laserfiche before. Some of the topics covered in this training are: Annotations, Customizing the Document Viewer, Document Metadata, Using the Folder Browser, Working with Electronic Documents, Searching, Importing Documents, Exporting and Printing Documents, Snapshot

On-Site Administrator Training

System Administrator Training begins with a comprehensive overview of the Laserfiche System. As a Training Outline, they will be learning: Template Creation and modification, folder design concepts, Laserfiche security setup and administration, database backup, other miscellaneous tips and tricks for the Laserfiche System Administrator, volume management, other Laserfiche products/plug-ins, most common Laserfiche problems and how to resolve them.

On-Site Power-User Training

- Laserfiche Workflow Admin Training
- Laserfiche Forms Training
- Laserfiche Quick Fields Training
- Laserfiche Audit Trail Training
- Laserfiche Records Management Training
- Integration Training SDK LF Connector

ECS Ongoing Complimentary Training

We believe in providing continued added value to our clients in an ongoing basis and assisting them in utilizing the solutions we provide to the maximum potential. That is why we offer complimentary training opportunities throughout the year to provide added value to your Laserfiche investment. ECS offers Monthly Training webinars to keep our customers up to date on the latest releases, features and industry insights. Additionally, our Annual Training Conference with multiple days of content and industry insights occurs in the fall for the last 19 years. Training Webinars and the ECS Annual Conference are provided at no cost to ECS customers.

Laserfiche Empower Annual Conference in Long Beach, CA

The Laserfiche Empower Conference provides an added value for a week long training event with hundreds of classes available for all knowledge levels. The Conference is scheduled for February 2022 and will be entirely virtual.

Laserfiche Online Training and Support Options

- Laserfiche Support Site <u>https://support.laserfiche.com</u>
- Laserfiche Answers https://answers.laserfiche.com
- Laserfiche User Manuals <u>https://support.laserfiche.com/kb/1012253/current-online-laserfiche-product-help-files</u>
- Laserfiche Video Gallery <u>https://support.laserfiche.com/gallery/#/list#%2Flist</u>
- Laserfiche Aspire Learning Resources <u>https://support.laserfiche.com</u> (Login is Required)
- Laserfiche Certified Professional Program (CPP) <u>https://www.laserfiche.com/support-learn/certification</u> (Login is Required)



Laserfiche Cloud

Laserfiche Cloud Hosted Advantages

- ✓ Disaster Recovery and latest security technology on Hosted hardware
- ✓ Secure Data with Encryption at rest and compliance standards
- ✓ Automated Backups multiple times a day with encryption
- Automated Laserfiche Updates with the Latest Features
- ✓ Additional features bundled:
 - Customizable User Dashboard
 - o RESTful Web API's
 - Out of box integrations
- Tiered Pricing Level discounts
- ✓ Generous storage capacity at 100GB per user pooled together for storage capacity
- ✓ Flexibility for users to access via the Desktop, Web Browser or Mobile application.
- A turn-key enterprise platform

Cloud Security

Laserfiche Cloud is enterprise content management with built-in business process management tools in a secure and scalable Software-as-a-Service (SaaS) subscription. It enables organizations to securely manage and share documents, videos, photos and other content as they flow through organizational processes. Laserfiche offers key components that help meet compliance requirements, maintain security, enable mobility, and integrate with third-party applications and more.

Security, Compliance and Disaster Recovery - Streamline operations without compromising system security using a robust platform of user-level, content-level and system-level security features. Reliable and secure infrastructure built on AWS provides the highest levels of availability and uptime. Industry-standard encryption including AES-256, IPsec and TLS are used to secure at-rest content and in-transit communication between virtual machines and services.

Enforce organizational security policies with advanced password complexity tools such as multi-factor authentication, character set / length requirements, password expirations and lockouts following failed subsequent sign-in attempts. Ensure business continuity through built-in platform disaster recovery including frequent 6-hour interval redundant back-ups and high service standards for recovery point and recovery time objectives. AWS complies with many certifications and standards including:

- ✓ SOC1/SSAE16/ISAE3402 (formerly SAS70), SOC 2, SOC 3
- ✓ FISMA
- ✓ PCI DSS Level 1
- ISO 9001, ISO 27001, ISO 27017, ISO 27018

Laserfiche Cloud is hosted in multiple regions. Regions consist of multiple availability zones that are comprised of multiple data centers. These data centers are housed in separate facilities with redundant power, networking and connectivity.



Encryption

- At Rest: Laserfiche uses AES-256 encryption to encrypt data at rest, including disk storage, backup snapshot, and log and configuration files.
- In Transit: To protect security of data in transit, all connections over the Internet to Laserfiche Cloud must use a connection encrypted using HTTPS over TLS 1.2+. Requests over unencrypted HTTP will be automatically redirected to the equivalent HTTPS endpoint.

Laserfiche Cloud is backed up four times a day, starting at 9 a.m. UTC and every 6 hours there after. Laserfiche Cloud automatically generates database and file backups and turns them into encrypted files stored through AWS' Simple Storage Services (S3). Laserfiche Cloud utilizes Amazon's Elastic Block Store (EBS) to backup data by taking point- in-time snapshots of volumes. With Amazon EBS, Laserfiche is able to create backups of any EBS volume and write a copy of the data in the volume to Amazon S3, where it is stored redundantly in multiple availability zones. Laserfiche Cloud uses the US West (Oregon) Region to host customer data. Within this region, there are three availability zones each of which consist of at least one data center housed in separate facilities with redundant power, networking and connectivity.

Tenant Isolation - Tenant isolation means that all customer data is contained within a logically separated part of the system, even though such data shares the same IT infrastructure. This means that the actions of one customer (or tenant) can't affect another customer, and that there is no crossover of data between customers. In Laserfiche Cloud, all customer data is further protected by using a Virtual Private Cloud, or VPC.

Network - Firewalls analyze the data and packets routed to Laserfiche Cloud. Every quarter, Laserfiche performs an external vulnerability scan of the firewalls, as well as a configuration assessment.

Access logs and system event logs, which do not contain regulated data such as user-created metadata or files, are stored and secured on a central log server and retained for one year.

Application - When planning security-critical components, Laserfiche uses threat modeling to drive the design of secure systems. All modules and services hosted on Laserfiche Cloud use Failure Mode and Effects Analysis to assess threats.



Laserfiche Cloud Packaged Tiers

Laserfiche Cloud is enterprise content management with built-in business process management tools in a secure and scalable Software-as-a-Service (SaaS) subscription. It enables organizations to securely manage and share documents, emails and other content as they flow through organizational processes.

- Provides recognized, industry-leading security with Amazon Web Services (AWS), file encryption.
- Granular access controls to manage security rights from a user-friendly administrative console.

Packages Starting at	\$600 with 1 User	\$4,150 with 5 Users	\$23,750 with 25 Users
Cloud Features	Starter	Professional	Business
100 GB storage per user	1	1	✓
Document Management	1	✓	✓
Audit Trail	Starter	Starter +	Advanced w/ Watermark
Direct Share	1	✓	✓
Data Encryption at Rest	4	4	
Auto-scaling of Computing and Storage Resources	4	1	×
Automated and Encrypted Backups	1	×	×
Intrusion Detection	1	1	✓
Automated Feature and Security Updates	1	1	1
Automated Text Extraction	1	1	✓
Import Agent w/ Email Archiving	×	1	
Process Automation		✓	✓
Connector		4	1
Surveys	-	-	✓
Records Management		(*) (*)	V

Cloud Add-ons	Starter	Professional	Business
Laserfiche Web APIs		50,000 calls/month	100,000 calls/month
SDK (Software Development Kit)	V	+	
Quick Fields Complete with Agent	+	10+	10+
Workflow Bots for Process Automation		1+	1+
Public Portal	÷	+	Unlimited +
Forms Portal		+	Unlimited +
Participant Users	-	+	+
Community Users			*
Smart Invoice Capture	-	+	+
Vault (requires Records Management)		•	*
Additional Storage	+	+	+
ScanConnect	+	+	+

Cloud Integrations	Starter	Professional	Business
Microsoft Teams Integration		4	√
Microsoft 365 Integration with	1	1	1
Simultaneous Editing			



Integration with SharePoint	√	✓	×
Integration with Salesforce CRM		1	1
Integration with Microsoft Dynamics 365		4	1
CRM	_		
Integration with Redtail CRM		×	
Integration with DocuSign	+	+	
Integration with Ellucian Ethos		+ /	+
Certified Integration with SAP ArchiveLink	+	+	+
Integration with LaserApp	+	+	+
Laserfiche for Ricoh MFD	+	+	+

- Not Available, + Optional Add-on, 🗸 Included

Laserfiche Cloud Features by Tier

Description	Starter	Prof	Business
Document Management			
Advanced Search - Perform and save granular searches across a wide set of	1	1	1
search attributes for easy and quick content retrieval.			
Version history - Store previous versions of documents allowing you to revert	1	1	1
back to prior versions if necessary.			
Annotations - Add searchable comments, callouts, highlights, stamps and more	1	1	1
to images and text.			
Simultaneous editing of Microsoft 365 content - Add searchable comments,	1	1	1
callouts, highlights, stamps and more to images and text.			
Direct file sharing with external users - Share content via secure links within	1	1	1
and outside of the organization with external constituents and other users.		2	
Customizable metadata templates - Define a metadata template that can be	,		
automatically populated to support keyword search, document classification	~	1	1
and more.		A dia a Martin	
Mobile app with offline sync - Access and update files on-the-go, even without	1	1	1
internet connection using offline mode.			
File publishing via public portal - Provide read-only web access to documents	1.2.4.1.1.1.1.1		Unlimited
for a population outside of your organization with a user-friendly public portal	-	*	Views
_site.			
Process Automation	Construction of the		
No-code workflow designer - Automate email alerts, document routing,		1	1
approvals and much more with a drag-and-drop interface to automate and	-	v	*
optimize virtually any process.			
Process versioning - Reference and restore previous versions of process		1	1
definitions.		10000	
Rules management - Centrally define repeatable decision logic, formulas, scripts		1	1
and more that can be defined once and used across multiple processes as	-		· ·
relevant.	11-11-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		
Task management - View, manage, complete and report on individual and team	11.211.0	1	1
tasks, which can be sorted by priority and deadlines in a central task inbox.			
Custom scripting - Create custom scripts to include as part of automated		1	1
solutions and integrate with third parties.			
Process health reports - Identify process bottlenecks and inefficiencies using	_	1	1
out-of-the-box insights reports that monitor process health metrics.			
Custom reports - Create custom report visualizations on process data to gain	4	1	1
business intelligence and inform strategic decisions.	and the second		
Content Capture		the second second second	



Bulk import - Automatically import electronic files from network drives and file shares in bulk or on a schedule.	1	1	1
Email archiving - Archive emails automatically, using filing rules based on email	1	1	1
properties such as "subject" or "from/to".			Ner and the second
Mobile app capture - Easily capture documents through your mobile device's camera and access offline documents via mobile app.	1	1	1
Batch document scanning and image clean-up - Perform automated clean-up (e.g. page separation, image improvement, deskew, etc.) to improve OCR and	+	1	1
indexing. Auto-classification and auto-filing - Sort and classify documents as they are added to the repository, simplifying the process to search and retrieve content.	+	1	1
Smart Invoice Capture - Automatically capture information from any invoice, in any format with machine learning technology.	+	+	+
Electronic Forms		Contraction of the	Male Martin
Dynamic field rules - Dynamically show and hide certain form fields based on the values of other fields for more complex forms.	-	1	-
Form templates - Use pre-built forms and process templates to reduce development time and jumpstart automation efforts.	-	1	1
Approval automation - Automate approval tasks, document routing, reminders and more using a code-free business process designer to outline the activities after a form submission.	=	1	1
Surveys - Create surveys and view results as responses are submitted via visualized charts.		~	1
Custom themes - Set colors, font sizes, borders, logos and everything else to design the look of an electronic form.	_	1	1
CSS/JavaScript scripting - Allows advanced functionality to be added to an electronic form to customize how a form looks and feels beyond existing functionality by using CSS/JavaScript.		1	1
Mobile offline form submissions - Complete electronic forms on the go or through kiosk mode via mobile app, even when offline. Offline forms are submitted when connection is restored.	-	1	1
Public form submissions - Dynamically show and hide certain form fields based		+	Unlimited
on the values of other fields for more complex forms.	THE REAL PROPERTY AND	Contraction of	THE READ
Integrations & Integration Tools			
Laserfiche Web APIs - a set of RESTful web APIs that will include publicly accessible documentation and reference material, allowing organizations to more easily build custom integrations between Laserfiche Cloud and other third-		*	1
party applications. Microsoft 365 integration, including Outlook, Office and SharePoint - Work efficiently and securely with direct integrations for Microsoft Word, PowerPoint, Excel, Outlook and SharePoint.	1	1	-
Remote lookups - Access local databases to populate form fields, metadata,		1	1
process logic and more via lookups. Redtail CRM integration - Push and pull data between Laserfiche and Redtail to	1	1	1
reduce data entry and optimize CRM process flows. Microsoft Dynamics 365 integration - Push and pull data between Laserfiche		1	1
and Dynamics 365 to reduce data entry and optimize CRM process flows. Salesforce CRM integration - Push and pull data between Laserfiche and	-	+	+
Salesforce to reduce data entry and optimize CRM process flows.	-		T
Workflow Bots - Use robotic process automation-powered software "bots" to automate manual, repetitive clicks and data entry that span across the user		1+	1+
interfaces of websites and software applications that lack traditional integration access points, without the need to write any code.			and the second



DocuSign integration - Send documents from the Laserfiche repository via	+	+	1
DocuSign to complete e-signatures.			
Ellucian Banner integration through Ethos - Seamless exchange of student			
personal information and course information between Laserfiche and Banner SIS		+	+
to support the student registrar forms use case.			
Certified integration with SAP ArchiveLink - Configure a Laserfiche repository as			
a content repository in SAP, where you can directly archive SAP content in	+	+	+
Laserfiche as well as search, retrieve, update and delete content.			
Integration with Laser App - Import filled out LaserApp forms into the			
Laserfiche repository and set Laserfiche metadata field values based on Laser	+	+	+
App data.			
Compliance		1	
Redactions - Redact images and/or text associated with a document to hide	×	1	1
sensitive data from unauthorized users.			
Basic audit trail on user activity - Track successful user actions, such as	1	1	1
create/delete/edit actions performed on documents and metadata.		1 Street Lines	
Advanced audit trail on user activity - Configure and track successful and			
unsuccessful changes to access rights, global and user settings, passwords and		+	~
more.			
Watermark tracking - Place an administrator-defined watermark on content			1
printed or exported by a user.	-	-	
Records lifecycle management - Manage records through creation, active use,			
and disposition based on compliance and organizational requirements. This			1
includes classifying, securing, storing, tracking and destroying records as	24 1	+	*
necessary.			
Legal holds - Apply a legal hold to specified content, preserving all forms of			
relevant information and halt retention policies to avoid evidence tampering or	THE REPORT OF	+	1
accidental removal when litigation is possible.			
Records retention and disposition reporting - Quickly locate and create a report		+	✓
on records based on their retention and disposition schedules.		COLUMN TRADE	
Automate records actions and events - Automatically set cutoff instructions,	Part Line	+	1
retention schedules, holds and more to reduce manual records-related actions.			
Strict compliance mode WORM (Write Once Read Many) storage – Laserfiche	os ing a st		
Vault - Automatically set cutoff instructions, retention schedules, holds and	+	+	+
more to reduce manual records-related actions.			
Administration			Longer 10
Group and role-based fine-grained security access controls - Set access rights			
by individuals, roles or groups to limit and control access to documents and	1	1	~
objects across the platform.		and the second second	
Multi-factor authentication - Enable multi-factor authentication to strengthen	1	1	1
user security.			
AD FS authentication for Windows users - Configure single-sign on via Active	1	1	1
Directory Federation Services to use existing AD credentials.			
SAML authentication - Configure SAML-based single sign-on with a variety of		1	1
identity providers.			
Group-based licensing rules for Active Directory users - Automatically assign	Read and a second second		1
user licenses to AD users via group-based rules.	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	-	
Just-in-time/on-demand provisioning for SAML and AD users (coming soon) -			
Create and assign user licenses upon initial user log in to eliminate the need to			1
configure user accounts in advance.	-		
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	CARLES AND	the second
Security			
SOC 2 Type 2 - This report details the controls for Laserfiche Cloud related to the	A		
criteria for the security, availability and confidentiality principles set forth in TSP	1	1	1
section 100, 2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality and Privacy (AICPA, Trust Services Criteria).			



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Laserfiche Cloud Features and Functionality

100 GB Storage/User – Each user starts with 100GB of Cloud storage. Additional storage can be purchased at any time.

Just-in-Time User Provisioning – You can now simplify user licensing by allowing new users to automatically be created and assigned licenses upon first sign in.

User Permissions Group Mapping – Streamline user administration by mapping SAML identity provider groups or Windows groups with groups defined in Laserfiche.

Document Management - Allows you to work with documents in your repository. There are a variety of ways to work with documents and folders in your repository. You can open documents and view their contents, organize entries into a logical folder structure, make changes to document contents, check out a document to make changes to it over time, and save your changes. You can also add metadata and annotations to documents, and launch business processes from relevant documents. You can work with documents in the Folder Browser and Document Viewer. (Since folders and shortcuts cannot be opened in the Document Viewer, they are always worked with in the Folder Browser.) In general, actions that apply to the entire document (such as moving it from one folder to another or renaming it) are performed in the Folder Browser, and actions that apply to part of a document (such as



rearranging pages or adding annotations) are performed in the Document Viewer. However, many tasks can be performed from either.

Starter Audit Trail - Auditing enables tracking activities performed in a Laserfiche repository. Information is tracked and efficiently stored in log files that are processed for use in reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations, but also contributes to the security of the Laserfiche repository.

Direct Share - Laserfiche direct share allows you to share content from the Laserfiche repository with external users through the web client or mobile app. When you send documents through direct share, the recipient will receive a unique and anonymized URL that they can use to access the files for a limited period of time.

Import Agent with Email Archiving - Import Agent can automatically retrieve files stored in a Windows folder and import them into a Laserfiche repository allowing numerous image capture devices (multi-function copier/scanners, network fax server, etc.) to work with Laserfiche. Automatically assign user-defined document templates, auto-populate index fields and create unique document names. You can also schedule Import Agent to import documents during off-peak hours.

Email Archiving - allows you to automatically archive emails to Laserfiche using Import Agent. Emails can be archived to multiple repositories based on various conditions. Additionally, Email Archive can extract and assign metadata to the emails saved in Laserfiche. It can also extract and save attachments and the email's distribution list file.

Laserfiche Advanced Audit Trail with Watermark Feature Audit Trail enables you to track activities performed in a Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations, but also contributes to the security of the Laserfiche repository.

Laserfiche Process Automation is a set of components that let you automate business tasks. These tasks include moving documents, extracting and inputting data, setting deadlines, and more. Efficiently design form-based processes using a new drag-and-drop layout form designer. This provides a near-WYSIWYG interface for forms creation and editing. The components to process automation include:

- <u>Workflows</u>: Build processes to extract data, route documents, and more. The Search Repository
 activity lets you search for files based on metadata field or location, and then use those files in
 the workflow. The Assign Rights activity lets you automatically apply access rights to entries in
 your repository.
- Starting Events: Define how and when processes start.
- <u>Rules</u>: Design reusable modules to run across processes. A Rules service task lets you run predefined rules such as data queries, decision tables, formulas, and more. You can also check and filter process instances across multiple processes at once through the process monitor view.
- Lookup Tables: Build models to represent and look up data in processes.
- <u>Files</u>: Upload attachments for processes to reference.
- <u>Settings</u>: Manage business options for processes.



Forms - Forms allow process managers to create and publish web forms with an intuitive forms management system without requiring coding or scripting.

- Attractive forms can easily be created with preconfigured templates or customized with editable fonts, colors, uploaded images and layouts.
- Drag-and-drop form elements including fields, checkboxes and radio buttons onto a form to collect the exact information needed, in the precise format required.
- Payment collection allows payment to be collected with Braintree and Authorize.Net payment gateways.

Surveys In Laserfiche Process Automation, surveys are a method for collecting data using forms, without having to configure a full-fledged business process. You can view reports on data collected from the surveys, similarly to viewing reports on business processes. You can access surveys by clicking on Surveys from the Process Automation landing page, and analyze survey data by exporting survey reports as a single PDF.

File Sets - With File Sets, you can configure a set of relevant files for process participants to submit or act on as part of a business process. This is useful in processes like new account opening where a specific set of files needs to be uploaded, reviewed or signed by an applicant.

Process Operational Dashboard - Accessible from the home dashboard view, use the Process Operation Dashboard to monitor a variety of process metrics in one summary view. This lets you keep track of active process and task statuses, such as in-progress, suspended, overdue, and completed. You can adjust views for larger sets using handles to narrow focus and look at details.

Expanded Administrative Control for Active Business Processes – Keep business processes running smoothly with actions to skip, retry, and interrupt tasks, as well as the ability to modify in-progress variable values to correct mistyped or missing input data.

Connector Laserfiche Connector provides a streamlined experience for integrating Laserfiche with lineof-business applications such as Customer Relationship Management (CRM) and Enterprise Resource Planning (ERP) systems. A Laserfiche Connector profile can be configured to run a search, assign templates and fields to search results, scan a document, import a document, open a website, start another application, or write information to an application.

Records Management Records management features in Laserfiche allow you to process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition. Records managers can define file plans and configure retention rules specific to their organization, and then view properties and status information for individual records and record folders in the new Records tab of the Metadata Pane. The life-cycle timeline displays the record's history and disposition eligibility, and eligible actions such as cutoff, transfer, accession, and destruction can be performed directly on the timeline. Records managers can quickly generate reports of records currently eligible for cutoff, disposition, and vital record review through the Records Management quick access list. Disposition actions can then be performed directly from the report.

Quick Fields - Quick Fields is an advanced automated data capture solution. Once a session is configured in Quick Fields, users can run it automatically to:



- Capture documents
- Extract information
- Use the extracted information to sort or label the documents
 - Add information such as annotations
 - Store the documents in a Laserfiche repository
 - Automate additional processes, features and functions

Workflow Bots for Process Automation – Laserfiche Bots, also known as Laserfiche Workflow Bots, use robotic process automation technology to let you easily configure software bots to automate repetitive, routine work between multiple systems. These bots work directly across application user interfaces, mimicking the actions a person would perform, including signing in and out of applications, copying and pasting data, and filling out forms. By automating these time-consuming, uninteresting tasks, users have more time to focus on more important matters.

Public Portal - A Public Portal provides organizations a site for customizable external access to documents. Public Portal access permits non-authenticated views in user-friendly, read-only web portal.

Forms Portal - Forms Portal offers additional options for Forms that permit non-authentication or anonymous users to view and submit public starting forms. Laserfiche Forms can be shared with a customized and public URL.

Participant Users - The Participant user type is for individuals inside your organization that need to view documents in your Laserfiche repository and participate in Forms processes. To facilitate that, participant users can sign in through Active Directory Federation Services (AD FS).

Community Users - Community Users allow non-employees or customers the ability to view documents in the repository, search and export documents with a single sign-on credential. Community Users can also participate in forms processes.

Smart Invoice Capture - A smart invoice capture profile is a pre-configured profile that uses machine learning to automatically capture data on any invoice, specifically the invoice date, invoice number, purchase order number, and total amount due. Similar to custom capture profiles, the Run Capture Profile Workflow activity runs this smart profile and outputs tokens for the captured data to be used later in the workflow.

Cloud Vault (Trusted Systems Storage) - Specifically designed for the financial services industry, Laserfiche Vault is a solution package of services and cloud-based features that provides a secure and accurate system of record to support broker-dealers in complying with SEC Rule 17a-f policies, including strict WORM (write once, read many) standards for retaining electronic records and FINRA audit requirements. Records Management is required.

Additional Storage – Additional storage is available at 100GB per person annually. Administrators can manage user accounts and storage capacity from the Cloud Administration page.



Software Developers Kit (SDK)* - The Laserfiche Software Developers Kit provides tools for creating programs that interact with Laserfiche. The package includes the integration libraries, documentation, sample code for using the libraries, and tools for distributing programs.

ScanConnect* - ScanConnect enables the use of ISIS scanning drivers with Laserfiche Scanning. A collection of ISIS drivers is included with ScanConnect. A list of supported scanners can be found on the Laserfiche Support Site. If your scanner is not listed, you may install any ISIS drivers your scanner Manufacturer has provided.

Laserfiche Cloud Integrations

Web API for Cloud Integration for Professional and Business Tiers - The Laserfiche API Preview includes an alpha set of RESTful Web APIs designed to more easily access your Laserfiche Cloud repository from a web application.

- Run Rule Service task
- Process Promotion Tool
- Batch print for PDF, TIFF, and Word Docs
- Icon Views
- Export Survey Reports

Microsoft Teams Integration – The Laserfiche integration with Microsoft Teams allows you to work with Laserfiche documents directly in Microsoft teams. You can securely share files in chats and channels. You can also edit Laserfiche documents in Microsoft Teams, including applying annotations and metadata to documents. The Laserfiche integration with Microsoft Teams makes it easy to comply with regulatory mandates by letting you quickly store files shared in Teams to Laserfiche. You can even configure Workflows to start when a Teams file is saved to a specific folder in your repository.

Microsoft 365 Integration with Simultaneous Editing Office Integration is a Laserfiche component that allows users to take advantage of Laserfiche features when working with Microsoft Word documents, Excel spreadsheets, PowerPoint presentations, and Outlook messages in their native Microsoft Office applications. With Office Integration, you can quickly save files to Laserfiche directly from Office applications, update Office documents already in your repository.

SharePoint Integration - with the Laserfiche and SharePoint Integration components included with Laserfiche Web Access, documents can be easily accessed from Microsoft[®] SharePoint[®]. List any part of your Laserfiche repository on a SharePoint page. Scan directly to a Laserfiche folder, right from your SharePoint site. Retrieve Laserfiche documents or folders using the SharePoint search box.

Integration with DocuSign - Send Documents from the Laserfiche repository via DocuSign to complete e-signatures.

Integration with Laser App – Import filled out LaserApp forms into the Laserfiche repository and set Laserfiche metadata field values based on LaserApp data.

Integration with CRM Applications Laserfiche Cloud includes pre-built integration points with external applications and customer relationship management (CRM) systems. By providing Laserfiche Cloud with



access to Salesforce, Redtail, Microsoft Dynamics, and Ellucian Banner, you can create workflows to add, update, remove, and retrieve data from the respective CRM system. The Laserfiche Cloud integration platform currently supports the following CRM systems: **Salesforce CRM, Redtail CRM,** and **Microsoft Dynamics 365**

Data Caching for Third-Party Application Connections – This release improves user experience with faster form load times when retrieving data from SalesForce, Redtail, and Dynamics 365. To improve performance, select Configure Cache Settings next to the object name when viewing an application connection's objects and set a timespan for expiration of the cached data.

SAP ArchiveLink - Laserfiche Connector for SAP ArchiveLink allows you to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.

Laserfiche for Ricoh MFD - The Certified Laserfiche for Ricoh MFD is an embedded MFD solution that allows authorized users to scan to, print from, search and browse Laserfiche directly from Ricoh MFDs. It leverages these smart devices to provide a convenient way to communicate with your Laserfiche Server from a Ricoh MFD Android interface.

Ellucian Banner integration through Ethos - Laserfiche business processes support using lookup rules to auto-populate form fields with information from Ellucian Banner and other applications. Additionally, new actions, such as changing the major and minor disciplines, have been added to the Run Application Action activity in workflows for Ellucian connections.

Packaged Site Licenses

Small College Site License - The prepackaged site license includes 100 users with all capabilities available with the Business tier and 10TB of storage. It is sold as a 3-year contract with an annual 3% increases. Cloud site licenses also include the Ellucian Ethos integration. Additional Full, Participant, and Community users can be added through special order.

City Site License - The prepackaged small municipal site license is sold by population. Cities less than 15,000 population includes 100 users with all capabilities available with the Business tier. Cities with more than 15,000 population includes 150 users with all of the capabilities with the Business tier. All prepackaged Cloud site licenses include 10 TB of storage. There is no multi-year contract and no annual increases for the municipal market. Additional Full, Participant, and Community users can be added



Laserfiche Cloud Price List

Product Description	Quantity	Code	Price	Licensing Metric
Business Users	25-49		\$ 950.00	User
	50-99		\$ 900.00	User
	100-199	CLENF3	\$ 755.00	User
	200-499		\$ 735.00	User
	500-999	1	\$ 435.00	User
	1,000+		\$ 300.00	User
Professional Users	5-49		\$ 830.00	User
	50-99		\$ 700.00	User
	100-199	CLENF2	\$ 670.00	User
	200-499	1	\$ 460.00	User
	500-999	1	\$ 310.00	User
	1,000+		\$210.00	User
Starter Users	1-50	CLENF1	\$ 600.00	User
Participant Users	10-199		\$ 120.00	User
randopant Osers	200-499	CFPAR	\$ 72.00	User
	500-999	-	\$ 54.00	User
	1,000+	-	\$ 42.00	User
Community Users	Block of 500	CFCAL	\$ 12,600.00	User
community users	Block of 1,000		\$ 18,190.00	User
	Block of 2,000		\$ 24,250.00	User
	Block of 5,000	-	\$ 36,380.00	User
	Block of 10,000	-	\$ 48,500.00	User
		-	\$ 60,620.00	User
	Block of 25,000	CLDDAL	\$ 60,620.00	
Public Portal	Up to 1,000	CLPPAL		Views per month
	Up to 10,000	CIRPALIA	\$ 4,200.00	Views per month
	Increments of 10,000	CLPPAL10	\$ 4,200.00	Views per month
Additional Public Portal Views	Block of 10,000	CLPPAL10	\$ 4,200.00	Views per month
Forms Portal	Up to 1,000	CLFPAL	\$ 1,800.00	Submission per month
	Up to 10,000	CLFPAL10	\$ 4,200.00	Submissions per month
	Increments of 10,000	-	\$4,400.00	Submissions per month
Laserfiche Records Management	20,000	CLRM	\$ 5,750.00	Account
Laserfiche Vault		CLVAL	\$ 3,000.00	Account
Advanced Audit Trail		CLATX	\$ 2,875.00	Account
Laserfiche Invoice Smart Capture	Up to 10,000	CISC	\$ 6,000.00	Invoices per year
Laser nene involce smart capture	Up to 20,000		\$ 9,996.00	Invoices per year
	Up to 50,000	1	\$ 19,980.00	Invoices per year
	Up to 100,000	-	\$ 34,980.00	Invoices per year
	Up to 250,000	1	\$ 57,996.00	Invoices per year
Less the could be the formula to		CLOCYA		Device
Laserfiche Quick Fields Complete with Agent-10 Pack	10	CLQCXA	\$ 12,000.00	
Laserfiche ScanConnect		CCSX1	\$ 100.00	Device

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Laserfiche Workflow Bots		CRPA	\$ 5,000.00	Bot
Laserfiche API additional calls	Block of 50,000	СТКА	\$ 5,750.00	Calls per month
	Block of 100,000		TBD	Calls per month
Laserfiche SDK		CTKN	\$ 1,220.00	Account
Storage (100 GB)		CLSAL	\$ 300.00	Account

Packaged Site Licenses

Product Description		Code	Software Cost	Licensing Metric
City Site License	Population less than 10,000	CLXGOV10	\$ 3,000.00	Account
City Site License	Population less than 15,000	CLXGOV15	\$ 15,000.00	Account
City Site License	Population less than 25,000	CLXGOV25	\$ 25,000.00	Account
Small College Site License	Less than 500 FTE Students	CLXED5	\$ 10,000.00	Account
Small College Site License	Less than 1,000 FTE Students	CLXED10	\$ 15,000.00	Account

Laserfiche Cloud Integrations

Product Description	Code	Software Cost	Support & Maintenance
Laserfiche Integration with Ellucian Ethos	CLELU	\$11,500.00	\$10,000.00
Laserfiche Integration with Salesforce	CLDSF	\$345.00	\$300.00
Laserfiche Integration with DocuSign	CLDCSI	\$345.00	\$300.00
Certified Laserfiche Connector for SAP ArchiveLink	CLSLKP	\$23,000.00	\$20,000.00
Laserfiche Integration with Laser App	CLLASR	\$345.00	\$300.00
Laserfiche for Ricoh MFD (2)	CLRC	\$201.25	\$175.00



CITY COUNCIL

То:	Mayor and City Council
From:	City Manager
Meeting Date:	December 12, 2023
Subject:	AMENDMENT NO. 6 TO AGREEMENT NO. 21-1994 WITH WILLDAN ENGINEERING, INC. FOR BUILDING INSPECTION AND CODE ENFORCEMENT SERVICES

Recommendation:

1. Approve Amendment No. 6 to Agreement No. 21-1994 with Willdan Engineering, Inc. for an additional year in the amount of \$280,000 for a total not-to-exceed amount of \$688,000 to provide Building Inspection and Code Enforcement Services.

Fiscal Impact:

No additional budget appropriations are needed. Sufficient funds are available in the fiscal year 2023-24 Adopted Budget for General Fund (Fund 100) Account No. 100.30.4020-54500 (Contract Services) and 100.30.3030.54500 (Contract Services) to cover expenses for services to be rendered.

Discussion:

The increase in private development projects has led to a substantial demand for building inspection and code enforcement services. To meet the rising demand and ensure that high-quality customer service is maintained, the Building and Safety Division has relied on Willdan Engineering, Inc. to provide building inspection and code enforcement services to residents and businesses undertaking construction or property improvement projects within the City.

As a result of the increasing demand for inspection services and the growing number of private developments, the City established a three-month Professional Service Agreement (PSA) on March 29, 2021, with Willdan Engineering, Inc. The agreement was in the amount of \$30,000 and was set to expire on June 30, 2021. In an effort to ensure transparency and compare costs, the City obtained bids from three (3) companies prior to the establishment of the three-month contract: JAS Pacific, Inc., Scott Fazekas & Associates, and Willdan Engineering, Inc. However, due to the lack of staff availability at

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 AMENDMENT NO. 6 TO AGREEMENT NO. 21-1994 WITH WILLDAN ENGINEERING, INC. FOR BUILDING INSPECTION AND CODE ENFORCEMENT SERVICES Page 2 of 2

Scott Fazekas & Associates and higher costs from JAS Pacific, Inc., the contract was awarded to Willdan Engineering Inc.

To continue to accommodate the increasing workload from demand in inspection services and address staffing needs, the City has revised the original PSA with Willdan Engineering Inc. through several amendments. These amendments have added an additional \$378,000 to the original contract amount, bringing the total contract amount to \$408,000.

The table below outlines the contract values and amendments approved to date, including the current proposal:

Agreement/Amendment	Term	Amount
Agreement No. 21-1994	03/29/21 - 06/30/21	\$ 30,000
Amendment No. 1	07/01/21 - 12/31/21	\$-
Amendment No. 2	01/01/22 - 06/30/22	\$ 42,000
Amendment No. 3	No term extension	\$ 106,400
Amendment No. 4	07/01/22 - 06/30/23	\$ 180,000
Amendment No. 5	06/30/23 - 12/31/23	\$ 49,600
Amendment No. 6 (Proposed)	01/01/24 - 12/31/24	\$ 280,000
Total		\$ 688,000

By implementing these amendments, Willdan Engineering Inc. has been able to fulfill critical staff augmentation requirements needed to ensure the demand for building inspection and code enforcement services is met. This ensures that the building and inspection and code enforcement services provided by the consultant can not only meet the demand but also maintain the necessary quality standards during the period of increased development in the City.

Amending the PSA with Willdan Engineering, Inc. reflects the City's commitment to efficiently addressing the growing demand for building inspection and code enforcement services and maintaining a high level of customer service.

Conclusion:

Staff recommends that the City Council approve Amendment No. 6 to extend the contract with Willdan Engineering, Inc. for an additional year in a not-to-exceed additional amount of \$280,000.

Steve Carmona

SC:AB:JF:jj

Enclosure: 1) Amendment No. 6 to Agreement No. 21-1994

AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING INC., AGREEMENT NO. 21-1994

THIS AMENDMENT NO. 6 TO AGREEMENT NO. 21-1994 FOR PROFESSIONAL SERVICES WITH WILLDAN ENGINEERING INC., ("Amendment No. 4"), 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 WILLDAN 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 Amendments Nos. 1, 2, 3, 4, and 5 to the Professional Services Agreement with Willdan Engineering, Inc., dated July 12, 2021, October 13, 2021, January 25, 2022, June 7, 2022, and July 3, 2023 respectively (collectively referred to as the "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 Exhibit B and the total compensation and costs payable to Consultant under this Agreement shall be increased by a not-to-exceed amount of \$280,000.00 for a total not-to-exceed amount of \$688,000.00.

2. TERM EXTENSION.

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

3.4 "Expiration Date": <u>December 31, 2024</u>

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. 6 and the Agreement, the terms of this Amendment No. 6 will prevail.

4. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 6 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.6.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 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	Title:
Dated:	Dated:
ATTEST:	APPROVED AS TO FORM:
Cynthia Ayala, CMC, City Clerk	Arnold M. Alvarez-Glasman, City Attorney

AGENDA REPORT



CITY COUNCIL

- **To:** Mayor and City Council
- From: City Manager

Meeting Date: December 12, 2023

Subject: AWARD AN AGREEMENT TO CLIFTONLARSONALLEN, LLP FOR REQUIRED PROFESSIONAL FINANCIAL AUDITING AND RELATED SERVICES

Recommendation:

- Award a Professional Services Agreement in a form approved by the City Attorney to CliftonLarsonAllen, LLP (CLA) for independent financial auditing and related services, in the amount not-to-exceed \$266,406 over three (3) years, with two (2) one-year extensions of \$89,093 and \$93,613 in years four (4) and five (5) at the City Manager's discretion; and
- 2. Authorize the City Manager or his designee to approve change orders in an amount not-to-exceed 15% of the total agreement amount, as needed for unforeseen services.

Fiscal Impact:

Sufficient funding is available in the FY 2024-25 Adopted Budget within the General Fund (Account No. 100.20.2010-54400 Professional Services). No additional appropriations are needed at this time. Meanwhile, future appropriations will be budgeted accordingly in subsequent fiscal years.

Background:

An annual financial audit examines a City's financial records, accounts, business transactions, accounting practices, and internal controls. The City is required to have an annual financial audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

The Certified Public Accountant (CPA) firm will provide services primarily focused on preparing the Annual Comprehensive Financial Report (ACFR), Water Authority Financial Statements, Single Audit, and State Controller's Office reports. In addition, CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 AWARD AN AGREEMENT TO CLIFTONLARSONALLEN, LLP FOR REQUIRED PROFESSIONAL FINANCIAL AUDITING AND RELATED SERVICES Page 2 of 5

the firm provides feedback on internal controls and recommends best practices for maintaining transparency and accuracy in financial reporting.

White Nelson Diehl Evans LLP (WNDE), which has been providing the full slate of auditing for the City since 2012, was acquired by CLA in 2021, one of the nation's leading professional services firms. These services include a full financial audit and preparation of the ACFR, preparation of required State Controller's Reports, assistance with Housing and Urban Development (HUD) required Section 8 reporting, preparation of the required Single Audit Report as the City receives more than \$750,000 Federal Grant Funding annually, as well as a host of additional advice and services aimed at improving the City's financial report.

The City has been satisfied with the services provided by both WNDE (FY 2012–2020) and CLA (FY 2021-2024). The current audit contract is set to expire on July 1, 2024, and the City issued the RFP in October 2023 to ensure the FY 2023-24 Financial Statement Audit is conducted in a timely manner.

Discussion:

On October 2, 2023, the City released an RFP on both PlanetBids and California Society of Municipal Finance Officers (CSMFO) websites for independent professional auditing services in FY 2024-25, 2025-26, 2026-27, 2027-28, and 2028-29 with the following schedule:

- Release of RFP
 October 2, 2023
- Deadline for Written Questions October 16, 2023
- Proposals Due October 30, 2023

The City received proposals from four (4) CPA firms in response to the City's RFP:

- CliftonLarsonAllen, LLP
- Lance, Soll & Lunghard, LLP (LSL)
- The Pun Group
- Badawi & Associates

A four-person evaluation team independently evaluated the four (4) qualified proposals and interviewed the top two (2) firms, CLA and LSL, on November 15, 2023. The proposals were evaluated using the following criteria:

- Compliance with RFP requirements;
- Firm qualifications and experience in conducting audits of similar complexity and magnitude for other public agencies;

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 AWARD AN AGREEMENT TO CLIFTONLARSONALLEN, LLP FOR REQUIRED PROFESSIONAL FINANCIAL AUDITING AND RELATED SERVICES Page 3 of 5

- Firm project and implementation plan, including the specific staff to be assigned to this engagement;
- Cost.

The evaluation team ranked the audit firms as follows:

CPA Firm	Rating Score (Out of total points of 100)
CLA	91.75
LSL	87.75
The Pun Group	82.50
Badawi & Associates	81.50

Both CLA and LSL have established prominent reputations within the government audit industry. Their names are widely recognized and respected by peers, clients, and stakeholders alike. This recognition is a result of their extensive experience, a track record of successful government audits, and a commitment to upholding the highest standards of professionalism and integrity. In the last ten years, the City staff have experienced top-notch audit services provided by WNDE and CLA. Additionally, staff members who had previously worked in different cities that engaged LSL for their services were equally impressed by the exceptional quality of service provided by LSL.

The evaluation team found, during the meticulous review of their proposals and the subsequent interviews, that the CLA audit team demonstrated remarkable efficiency, particularly regarding the audit hours allocated for the current engagement. The team's ability to adhere to budgetary constraints without compromising the depth and thoroughness of their audit processes reflects a commendable commitment to both fiscal responsibility and audit quality.

Furthermore, the evaluation team is pleased that the staff assigned to the Pico Rivera audit by CLA met and exceeded the City's stringent requirements. The demonstrated competence and proficiency of the audit personnel underscore their capability to navigate the intricacies of the engagement successfully.

CLA also offers a combination of local presence and national-level review assurance; it stands out as a significant provider of qualified auditing and related services for around 3,400 governmental entities and the largest provider of Single Audits in the nation.

Over the years, as a prudent financial practice, the City has periodically rotated external auditors to gain a fresh perspective and obtain a new viewpoint for examining the City's financial records, if possible. Now that CLA is deemed the successful bidder in the RFP, the City and CLA have agreed to establish a new engagement team to maximize

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 AWARD AN AGREEMENT TO CLIFTONLARSONALLEN, LLP FOR REQUIRED PROFESSIONAL FINANCIAL AUDITING AND RELATED SERVICES Page 4 of 5

this new perspective while retaining the same auditing firm. This team will include a different audit engagement principal responsible for overseeing the audit and a distinct review principal responsible for examining the financial statements.

The agreement with CLA is estimated at \$266,406 over three (3) years and \$449,111 for five (5) years if the City decides to execute the two (2) one-year extensions for the services outlined in the Request For Proposals (RFP).

The City may request the firm to render additional services beyond those specified in the RFP. These additional services might be required due to various factors, including new mandates from government agencies at the federal, state, or local levels, unanticipated expenses related to training, data collection, and analysis, consulting services, as well as disclosure and reporting when implementing intricate new pronouncements from the Governmental Accounting Standards Board (GASB), or other unforeseen needs that may arise over the next five (5) fiscal years. As a safety measure, staff recommend including a 15% contingency to account for such additional work. Prior to providing these services, the City and the firm will establish a mutual understanding of the details. The firm will perform these services, which are not initially covered in the RFP scope of services, at the same rates specified in the fee and expense schedule outlined in the proposal.

Description	FY	2024-25	FY 2025-26		FY 2026-27			Optional FY 2027-28		Optional FY 2028-29		Total	
CLA Proposed Fees	\$	76,876	\$	80,687	\$	108,843	*	\$	89,093	\$	93,612	\$	449,111
15% Contingency	\$	11,531	\$	12,103	\$	16,326		\$	13,364	\$	14,042	\$	67,366
Total	\$	88,407	\$	92,790	\$	125,169		\$	102,457	\$	107,654	\$	516,477
* Include additional \$23,000 to cover the mandatory Measure W audit, which occurs every three years.													

The table below displays the fees proposed by CLA, along with a 15% contingency:

The auditing services during these fiscal years will pertain to the fiscal year (FY) immediately preceding them. For example, the firm will conduct financial audits for FY 2023-24 during FY 2024-25.

Conclusion:

Staff recommends that the City Council award a Professional Service Agreement to CLA for independent auditing and related services over three (3) years, with two (2) one-year extensions at the City Manager's discretion.

Retaining CLA as the City's auditor would establish a stable and accountable auditing partnership, enabling the Accounting/Finance Division team to enhance internal controls further and sustain the City's financial stability. The Administrative Services Department is committed to refining year-end closing and financial reporting processes, and CLA

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 AWARD AN AGREEMENT TO CLIFTONLARSONALLEN, LLP FOR REQUIRED PROFESSIONAL FINANCIAL AUDITING AND RELATED SERVICES Page 5 of 5

has been a cooperative and active collaborator in these endeavors. By maintaining CLA as the City's auditors, we can ensure the continuity of this progress and the City's ability to produce "finding free" financial reports consistently.

Steve Carmona

SC:JG:MP:ep

Enclosure: 1) Professional Services Agreement/Exhibit A and B

AGREEMENT NO. _____ PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND CLIFTONLARSONALLEN, LLP (CLA)

1. **IDENTIFICATION**

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

2. <u>RECITALS</u>

2.1 City has determined that it requires professional services from a Consultant to provide auditing and accounting services to City.

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 Section 4 of City's Request for Proposal for Auditing Services dated October 2023, 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 to City attached hereto as **Exhibit B**.

3.3 "Commencement Date": July 1, 2024

3.4 "Expiration Date": June 30, 2029

4. <u>TERM</u>

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 Four Hundred Forty-Nine Thousand, One Hundred Eleven Dollars (\$449,111) for the entire duration of the term in a yearly amount as outlined in **Exhibit B**; unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work in accordance with applicable professional standards.

6. <u>COMPENSATION</u>

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 (**Exhibit B**).

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 notive, 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

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times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if the 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.

Joe Ludin, 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. For the avoidance of doubt, written products do not include Consultant's workpapers which are proprietary information and access is restricted.

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 sub-Consultants. City shall have no responsibility to provide Consultants, its employees or sub-Consultants 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 ("Confidential Information") 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. Notwithstanding the foregoing, to the extend that a copy

Professional Services Agreement CLIFTONLARSONALLEN, LLP (CLA) Page 5 of 18

of any Confidential Information is required to be maintained pursuant to any law, regulation, rule of any regulatory or self-regulatory body applicable to Consultant or to the extent required to comply with Consultant's internal policies and in accordance with its customary practices for data backup and storage and for defending or maintaining any litigation or other proceedings related to this Agreement, a copy of such materials maybe retained by Consultant so long as such Confidential Information is maintained and used in a manner consistent with the confidentiality obligations of Consultant set forth herein. Additionally, nothing herein shall require the return or destruction of Confidential Information stored in automatic electronic backup systems, including but not limited to email, if such return would be commercially or technically infeasible, provided that any such retained Confidential Information shall be subject to the non-disclosure and use restrictions imposed herein for so long as such Confidential Information is retained.

13.2 Consultant will not disclose any of City's confidential, proprietary, or privileged information to any person or party, unless City authorizes Consultant to do so, it is published or released by City, it becomes publicly known or available other than through disclosure by Consultant, or disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit Consultant from disclosing City's information to one or more of Consultant's affiliated companies in order to provide services that City has requested from Consultant or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of City's information as apply to Consultant. City also consents to Consultant's disclosure of information regarding the nature of services Consultant provides to City to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

13.3 The workpapers and files supporting the services Consultant performs are the sole and exclusive property of Consultant and constitute confidential and proprietary information. Consultant does not provide access to its workpapers and files to City or anyone else in the normal course of business. Unless required by law or regulation to the contrary, Consultant retains its work papers and files in accordance with its record retention policy that typically provides for a retention period of seven years. After the period expires, Consultant's work papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for City's records.

13.4 Pursuant to authority given by law, regulation or professional standards Consultant may be requested to make certain work papers and files available to a regulator for its regulatory oversight purposes. Consultant will notify City of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of Consultant personnel and at a location designated by Consultant. Furthermore, upon request, Consultant may provide copies of

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selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

13.5 Consultant regularly aggregates anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, Consultant is always careful to preserve the confidentiality of the separate information that we obtain from each client, as required by the AICPA Code of Professional Conduct and various laws. City's acceptance of this Agreement will serve as City's consent to Consultant's use of anonymized data in performing and reporting on these cost comparison, performance indicators and/or benchmarking analyses.

13.6 Consultant may, at times, use third-party software applications to perform services under this Agreement. City acknowledges the software vendor may have access to its data.

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 directly arising out of or in any way related to the gross negligence or willful misconduct of Consultant in its performance of its obligations under 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 directly arising out of any alleged gross

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negligence or willful misconduct of Consultant or any of its officers, employees, servants, agents, or sub-Consultants 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 Consultants 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 sub-Consultants 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 sub-Consultants 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.

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15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or sub-Consultant 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 sub-Consultants, 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 sub-Consultant 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

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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 (\$1,000,000) per occurrence of claim/ Two Million Dollars (\$2,000,000) in the aggregate.

16.2 Consultant shall require each of its sub-Consultants, 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

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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 selfinsurance 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 sub-Consultants, 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 ("Records") with respect to all matters covered under this Agreement for a period of three years after the expiration or

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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. For the avoidance of doubt, Records does not include access to Consultant's work papers which are proprietary information and access is restricted.

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:

CliftonLarsonAllen ("CLA"), LLP Joe Ludin, Principal 2875 Michelle Dr. Suite 300 Irvine, CA 92606

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.

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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 subject to the terms of Section 13 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 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.

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, sub-Consultant, 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 sub-Consultants, 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.

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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 AND OTHER LIMITATIONS

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.

25.4 EXCEPT AS SET FORTH IN THIS PROVISION, CONSULTANT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, BY FACT OR LAW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

25.5 Consultant's services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described herein, Consultant has no responsibility to identify and communicate deficiencies in City's internal controls as part of any services.

25.6 Consultant and certain owners of Consultant are licensed by the California State Board of Accountancy. However, Consultant has owners not licensed by the California State Board of Accountancy who may provide services under this Agreement. If City has any questions regarding licensure of the personnel performing services under this Contract, City shall contact Consultant.

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

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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.

[Signatures on the following page]

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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, A CALIFORNIA MUNICIPAL CORPORATION	"CONSULTANT" CLIFTONLARSONALLEN, LLP, A MINNESOTA CORPORATION
Steve Carmona, City Manager	Joe Ludin, Principal
Dated:	Dated:
ATTEST:	APPROVED AS TO FORM:
Cynthia Ayala, City Clerk	Arnold M. Alvarez-Glasman, City Attorney
Dated:	Dated:

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EXHIBIT A SCOPE OF SERVICES

SEE SECTION 4 OF CITY'S OCTOBER 2023 REQUEST FOR PROPOSAL FOR AUDITING SERVICES

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EXHIBIT B APPROVED FEE SCHEDULE

SEE ATTACHED EXHIBIT B – APPROVED FEE SCHEDULE

REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL AUDITING SERVICES



Jane Guo Director of Administrative Services City of Pico Rivera Administrative Services Department 6615 Passons Boulevard Pico Rivera, CA 90660

October 2023

Professional Auditing Services

Introduction

The City of Pico Rivera (City) is soliciting proposals from qualified independent certified public accounting firms to audit its financial statements for the three fiscal years beginning with the fiscal year ending June 30, 2024, plus two one-year option periods, for a potential term period of five (5) years.

This Request for Proposal (RFP) describes the Scope of Services, the minimum information that must be included in the proposal, and the evaluation and selection process. Failure to submit information in accordance with the RFP's requirements and procedures may cause disqualification. For purposes of this RFP, the terms "Proposer", "Auditors", and "Firm" are interchangeable.

The performance of the current auditors, CliftonLarsonAllen LLP, has been satisfactory and that firm may participate in the proposal process. The City is seeking proposals because the current audit contract expires on July 1, 2024.

If your firm is interested in responding to this RFP, please read the RFP carefully and fully respond to each question.

1. Instructions to Proposers

Proposers are to read and understand all of the information contained in this Request for Proposals (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 Jane Guo, Director of the Administrative Services Department.

2. Schedule of Events

Anticipated Schedule

ACTION	DATE
Availability of Request for Proposal	10/2/23
Last Day to Submit Questions	10/16/23
Proposal Submission Deadline	10/30/23
Staff Review of Proposals	10/31-11/6/23
Interview(s) with Top Ranked Consultant(s) & City Negotiations	11/7-11/13/23
Consultant Selection	11/20/23
City Council Award	12//12/23
Notice To Proceed	12/13/23

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 the 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.

City of Pico Rivera Profile

The City is a general law city and operates under the Council-Manager form of government whereby the City Council provides policy direction to a City Manager appointed by the Council. As the City's chief administrator, the City Manager is responsible for overseeing City employees who implement all City's programs, services, and projects. Five (5) City Council members are elected, at large, for staggered four-year terms. The council members selected two (2) of the members to serve as Mayor and Mayor Pro Tem.

The City provides a full range of municipal services that include public works, water, construction and maintenance of roads and highways, planning and zoning, recreation and cultural activities, and general administrative support such as overall agency management, procurement of goods and services, payroll, recruitment, risk management budget preparation and monitoring and accounting. The City contracts some municipal services with other public agencies, these include: the Los Angeles County Sheriff's Department for law enforcement service, the Los Angeles County Fire Department for fire protection and paramedic emergency services, and the Los Angeles County Library System to operate its two (2) community libraries.

Fund Structure

The City uses the fund types listed below in its financial reporting. Each governmental and proprietary fund has a legally adopted budget conforming to the generally accepted accounting principles (GAAP).

Fund Type	Number of Funds on ACFR		
General Fund	1		
Special Revenue Funds	25		
Capital Project Funds	3		
Debt Service Funds	0		
Enterprise Funds	4		
Internal Service Fund	1		
Trust and Agency Fund	1		
Total Funds	39		

In addition, the City maintains governmental capital assets for infrastructure and general capital assets in the Governmental Capital Asset Fund and long-term debt in the Governmental Long-Term Debt Fund.

Administrative Services Department

The Administrative Services Department consists of 18 employees in six divisions:

- a. Accounting/Financial Reporting
- b. Budgeting
- c. Information Technology
- d. Payroll
- e. Procurement
- f. Utility Billing and Revenue

The City utilizes New World Systems as its Enterprise Resource Planning (ERP) system for its finance functions.

Budgetary Controls

The City maintains strict budgetary controls, with the objective of ensuring compliance with legal provisions contained in the annual appropriated budgets approved by the City Council. The level of budgetary control is established at the department/function level within each fund. Formal budgetary integration is employed as a management control device. Budgetary controls, from the Adopted Budget Resolution, are formally adopted by the City Council at budget adoption. They include controls such as Department Directors authorized to move appropriations from one object to another, within each budgetary program/division and within the same fund, provided that the total approved appropriations for a budget program and within the same fund are not exceeded.

The City also maintains an encumbrance accounting system as one method of maintaining budgetary control. These encumbrances lapse at fiscal year-end, and any unexpended balance is eligible to be carried over to the following fiscal year's budget appropriations with the City Council's approval of the Adopted Budget Resolution.

Availability of Prior Audit Reports

The City's prior audited financial statements are available on the City's website:

https://www.pico-rivera.org/index.php/financial-reports/

Schedule of Fieldwork

The auditor shall provide a detailed audit plan covering interim and final audit fieldwork dates, deadlines for issuance of draft and final reports, etc. The interim audit fieldwork must be completed by July 31st of each year and final audit fieldwork can commence on or after September 15th of each year.

Entrance Conference, Progress Reporting and Exit Conference

At a minimum, the auditors will be with the City's Finance staff for a planning meeting (entrance conference) before or during the interim audit fieldwork and at or near the end of the final audit fieldwork (exit conference). In addition, the auditors will provide a regular status report identifying issues, requested documents, timelines, etc., in order to meet a "no surprises" requirement in the administration of the audit.

Single Point of Contact for Questions

The contact person for all questions regarding this RFP is Jane Guo, Director of Administrative Services at <u>jguo@pico-rivera.org</u>. 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 the proposal for the project via PlanetBids by the deadline contained herein. Additionally, submit the complete proposal via email to <u>jquo@pico-rivera.org</u>, in searchable PDF format as a single document (optimized and compressed). The naming convention for the file is "Professional Auditing Services - company name".

Failure to comply with these instructions may render the proposal non-responsive.

The proposal shall address all the items outlined in this Request for Proposal.

4. Nature of Services Required

The City reserves the right to engage the services of a qualified independent certified public accounting firm to audit its financial statements for the three fiscal years beginning with the fiscal year ending June 30, 2024, plus two one-year option periods, for a potential term of five years.

Scope of Work

The firm selected will be required to provide the following base-level services and other general advisory services as may be requested from time to time:

- a. The auditors will perform an examination of the City's basic financial statements and required supplementary information (RSI) in accordance with the auditing standards outlined below, with the objective of expressing an opinion on each opinion unit of the financial statements that collectively comprise the basic financial statements. In addition, the auditors will express an "in-relation-to" opinion on the combining and individual nonmajor fund financial statements, including budgetary comparison schedules. Finally, the auditors will determine that information provided in the introductory and statistical sections of the City's Annual Comprehensive Financial Report (ACFR) confirms to amounts reported in the basic financial statements. The auditors will prepare the basic financial statements, including all schedules and footnotes. The City will prepare the introductory and statistical section of the ACFR. The auditors will be responsible for rendering their opinion and providing the City with one electronic copy in PDF format by December 15th of each year and 15 bound copies by January 5th of each year.
- b. The auditors will conduct an examination of the Pico Rivera Water Authority in accordance with the auditing standards outlined below. The auditors will prepare the basic financial statements, including all schedules and footnotes. The City will prepare management's discussion and analysis. The auditors will be responsible for rendering their opinion and analysis. The auditors will be responsible for rendering their opinion and providing the City with one electronic copy in PDF format by December 15th of each year and 15 bound copies by January 5th of each year.

- c. The auditors will conduct an examination of the City's federal awards in conformance with the auditing standards outlined below. In addition to the audit of the federal awards, the auditor will review any materials included in the reporting package accompanying the data collection form. The City will prepare the Schedule of Expenditures of Federal Awards. The auditors will prepare the single audit report and provide the City with one electronic copy in PDF format by March 15th of each year and 15 bound copies by April 5th of each year.
- d. The auditors will perform agreed-upon procedures to test and report on the GANN appropriation limitation calculation. The auditors will be responsible for rendering their opinion and providing the City with one electronic copy in PDF format by December 15th of each year.
- e. The auditors will prepare and submit the California State Controller's Cities Financial Transactions Report for the City, Water Authority, and Public Financing Authority of the City of Pico Rivera.
- f. The auditors will compile the Section 8 Financial Data Schedule for the Pico Rivera Housing Assistance Agency within 90 days after the fiscal year-end. The auditor will assist with certifying the schedule electronically submitted to the Department of HUD REAC.
- g. The City may request the auditors to conduct an audit of the Measure W fund, which is associated with the Los Angeles Region Safe, Clean Water Program (SCW Program). This audit would assess whether the City complies with the terms and conditions of the agreement between the City and the Program. This audit would take place every three years.
- h. When applicable, the auditors will issue a "management letter" that includes non-reportable conditions that were identified during the audit. Management letters should be addressed to the Administrative Services Director and should include a follow-up on the prior year's recommendations, if any. The auditors will provide the City with one electronic copy in PDF format by December 15th of each year.
- i. The auditors will issue a SAS 114 report addressed to the City Council at the conclusion of the audit. The auditors will provide the City with one electronic copy in PDF format by December 15th of each year. A separate SAS 114 letter addressed to the City Council should be provided during the planning phase of the audit to open the "two-way communication" between the auditors and the City Council.
- j. The City has been a recipient of the Government Finance Officers Association (GFOA) Certificate of Achievement Award for Excellence in Financial Reporting for the past several years and plans to continue to participate in this program in the future. The auditors are expected to assess the City, as necessary, to meet the requirements of the Government Finance Officers Association of the United States and Canada (GFOA) Certificate of Achievement in Financial Reporting Program.
- k. The City may request the auditor to render any additional services to supplement the services in this RFP or to perform additional work as a result of the specific recommendations in any report issued on this engagement. Such additional work shall be performed only if set forth in an addendum to the contract between the City and the

auditor. Any such additional work agreed to between the Agency and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the Proposal.

- I. The auditors are expected to keep the City informed of new state and national developments affecting governmental finance and reporting standards and trends, including upcoming GASB pronouncements and provide advice for extraordinary transactions. This shall include one formal updating session per fiscal year with the selected City's financial accounting staff members. If there is a charge for this, the cost must be separately identified in the audit firm's cost proposal.
- m. The auditors are expected to be responsive to questions or requests made by the City during the contract period. An option for early termination of the contract may be exercised by the City for persistent non-responsiveness by the audit firm to the City's questions or requests or failure to meet the deadlines established in the RFP.
- n. The Engagement Partner may be expected to be present at the City Council meetings when the contract is being awarded or amended and when the annual reports and management letter are being presented (at the City Council or City Manager's request).

Auditing Standards

- a. Auditing Standards generally accepted in the United States of America, as promulgated by the American Institute of Certificate Public Accountants (AICPA) or any success body. Such standards must include specific requirements found in the AICPA audit guide and Audits of State and Local Governments.
- b. Government Auditing Standards, issued by the Comptroller General of the United States.
- c. The provisions of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
- d. Specific auditing standards related to any grant agreement determined to be material by the auditors for purposes of the examination of the basic financial statements.
- e. Any other applicable standards for conducting examinations and/or reports to be issued in conjunction with those items outlined in the Scope of Work.

Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. Should standard retention periods required by any of the standards identified in the "Auditing Standards to be Followed" section, be increased beyond five (5) years, the increased retention period shall be followed. The auditor will be required to make working papers available, upon request by the City of its designees.

The auditor shall respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relate to matters of continuing accounting significance.

5. Proposal Submittal Requirement

To achieve a uniform review process and obtain the maximum degree of comparability, it is requested that the proposal be submitted via PlanetBids, and an electronic copy email to <u>jquo@pico-rivera.org</u>. A proposal should be tabbed and organized as follows:

(Please note that reference to the firm shall include firms if joint proposals or subcontractors are to be used.)

a. Letter of Transmittal

Interested bidders must sign the proposal.

b. <u>Title Page</u>

Show the RFP subject, name of the proposer's firm, address, telephone number, name of contact person, and date the proposal is submitted.

c. Table of Contents

Clearly identify the material by section and page number.

d. Technical Proposal

i) Cover Letter – The proposal letter must be completed and executed by an authorized representative of the Firm and include the following:

• An executive summary (limited to 2 pages) of the proposal identifying the Firm/team being presented for consideration;

• Contact person (and related information) for the City's correspondence regarding this RFP;

• Acknowledgment of any addenda to the RFP;

• Exceptions the Firm has to the RFP and/or sample professional services agreement, if any.

ii) Firm Qualifications and Experience

• To qualify, a Firm must have extensive experience in audits of local governments. The Firm should state the size of the Firm, the size of the Firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the staff to be so assigned to the engagement. Staff consistency in the engagement from the Auditor In-Charge position through the Engagement Partner position is an important consideration.

• An affirmative statement should be included that the Firm and all assigned key professional staff are properly licensed to practice public accountancy in California.

• The Firm must provide a list of all current special districts, city, county, and other local government clients.

• The Firm shall provide information on the results of federal or state desk reviews or field reviews of its audits during the past three (3) years. The Firm shall provide information on the circumstances and status of any disciplinary actions taken or pending against the Firm during the past three (3) years with State regulatory bodies or professional organizations.

iii) Partner, Supervisory, and Staff Qualifications

• The Firm should provide as much information as possible regarding the number, qualifications, experience, and training of the specific staff to be assigned to this engagement.

• Resumes for key personnel (engagement partners, technical review partners, managers, in-charge auditors, and any specialists) should be included (as an Appendix to the technical proposal), indicating the following:

- whether such person is licensed to practice as a certified public accountant in California;
- information on the government auditing experience of each person;
- relevant continuing professional education for the past three (3) years; and
- membership in professional organizations relevant to the performance of this audit.

• Engagement partners, managers, in-charge auditors, and specialists may be changed if these personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with express written permission from the City. However, in either case, the Firm provides that replacements will have substantially the same or better qualifications and experience and the City retains the right to approve or reject replacements.

• Specific Audit Approach - The proposal must include a detailed work plan, including an explanation of the audit methodology to be followed in performing the services required in this RFP (excluding the optional agreed-upon procedures tasks). The description should provide specific tasks and subtasks in ongoing order. The Firm should address any elements of the Scope of Work it believes are not addressed in the RFP but are necessary to complete the work. The detailed work plan should include a list of all the deliverables (excluding the optional agreed-upon procedures reports). The following information should be included related to the specific audit approach:

• Proposed segmentation of the engagement. Please specify which segments of the engagement will be performed in person or remotely.

• Level of staff and number of hours to be assigned to each proposed segment of the engagement.

• Sample sizes and the extent to which statistical sampling is to be used on the engagement.

- Extent of use of Electronic Data Processing (EDP) software in the engagement.
- Type and extent of analytical procedures to be used in the engagement.

• Approach to be taken to gain an understanding of, document and test, where applicable, the City's internal control structure, including its controls related to federal and state grant programs.

•Approach to be taken in determining laws, regulations, contracts, and grants subject to audit test work.

• Approach to be taken in including requirements of SAS 99, Consideration of Fraud in a Financial Statement Audit, within the audit plan.

• Identification of anticipated potential audit issues. (The proposal must identify and describe any anticipated potential audit issues, the Firm's approach to resolving these issues, and any special assistance that will be requested from City personnel.)

• If any audit fieldwork is planned to be conducted remotely, specify how the auditor would request audit documentation to be provided by the client.

iv) References - Please provide a list of five (5) client references for which services similar to those outlined in this RFP are currently being provided by the Firm's office that will be assigned responsibility for the audit. For each reference listed, provide the name of the organization, engagement partner, engagement manager, total hours for the project, dates for which the service(s) are being provided, type of service(s) being provided and the name, address, telephone number, and email of the principal client contact.

(If you desire to furnish statistical data or other tabulated material, please include such information as a separately bound appendix to your proposal.)

e. Fees and Costs

Describe your proposed fee schedule as specified in the RFP and should be furnished in a separate envelope or under a separate cover. CITY OF PICO RIVERA reserves the right to negotiate proposed fees for professional auditing services prior to awarding a contract, and to negotiate fees or costs for any option services.

f. Insurance

Describe the limits of your errors and omissions coverage.

g. Standard Professional Services Agreement

Proposer should review the CITY OF PICO RIVERA's standard Professional Services Agreement attached as Appendix A and note any exceptions taken to it in its proposal. The City will consider exceptions on a term-by-term basis as part of the final negotiation discussion with the awarded firm.

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

Submit fees to accomplish each task in a Not-to-Exceed Fee which must include conservatively estimated reimbursable expenses to complete each major task as described in the Scope of Work. The fee proposal must be consistent with the Resource Allocation Matrix to provide a breakdown of approximate personnel hours by classification (job title and hourly rate) in order to accomplish each task and subtask described in the Scope of Work. The time to accomplish each task shall be expressed in working days. The successfully selected Consultant's monthly invoices must reflect similar information in order to be processed.

Include a fee schedule for reimbursement items on an as-needed basis and cost estimates for each task. The City's policy on consultant and consultant expenses is as follows:

- a. Hotel, Meals and Airfare The City will not reimburse for lodging, meals, mileage or transportation for the consultant or its agents.
- b. Entertainment/Personal Services Under no circumstances are expenses related to entertainment (i.e., theater tickets, sporting events, etc.) or personal services (i.e., dry cleaning, haircuts, etc.) reimbursable.
- c. Printing and Photocopies All printing and photocopying costs shall be included in the not to exceed fees.
- d. Incidental Expenses There will be no reimbursements for deliveries/transmittals, telephone expenses or equipment rental/purchases.
- e. Proposal Preparation Costs The City will not reimburse the consultant for any costs associated with the preparation of a proposal.
- f. Other Expenses Proposals may include a list of itemized unit costs of billable expenses typically incurred in the performance of the contract. Items that have not been specified, shall be approved by the City prior to providing and billing the expense.

7. Evaluation Criteria

The key criteria for selecting an auditing firm will be: (1) the capability of the firm, (2) experience in professional auditing, (3) the experience of personnel assigned to the City of Pico Rivera account, (4) ability and willingness of the firm to reassign experienced personnel to ensure continual coverage of the City of Pico Rivera account, and (5) the economics involved in providing service, taking into consideration the locations and travel requirements of assigned personnel.

The criteria used by the City of Pico Rivera will include, but not be limited to, the qualifications and experience of the firm and the individuals who will provide the professional auditing services on behalf of the firm to the City of Pico Rivera, the bidder's understanding of City's requirements, and the bidder's methodology and approach to professional auditing work.

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, 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 the City of Pico Rivera.

Any requests for clarification or other questions concerning this RFP must be submitted via email to Jane Guo, Director of Administrative Services at <u>Jguo@pico-rivera.org</u>. 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.

<u>Please do not contact Council members regarding this RFP or your proposal during this</u> <u>selection process.</u>

To be considered, please submit your proposal via PlanetBids **no later than 4:00 pm on October 30, 2023**. One additional proposal should be e-mailed to: <u>jquo@pico-rivera.org</u>. PlanetBids will close submission exactly at the date and time set forth in this RFP or as changed by addenda. Proposers are responsible for submitting and allowing sufficient time for their proposals to be accepted by the PlanetBids system before the closing time set forth in this RFP or as changed by addenda. NOTE: Pushing the submit button in PlanetBids may not be instantaneous; it may take time for the proposal submittal and document to upload and transmit before the proposal is accepted. The Proposers are responsible for ensuring their proposals and document(s) are uploaded, transmitted, and arrive on time via the electronic submission process. The City shall not be responsible for incomplete proposals or proposals that do not arrive before the closing time, no matter the reason.

8. 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:
 - Quality of the proposal.
 - Adherence to the requirements.
- b. Qualifications:
 - Expertise in the fields necessary to execute the proposal.
 - Recent relevant experience of team members.
 - Professional qualifications and education of team members.
 - Ability to assist the City in implementing current and proposed GASB pronouncements.
 - References.
- c. Project and Implementation Plan
 - Approach to conduct the audit of the City and the demonstration of the understanding of the objectives and scope of the audit.
 - Proposed staffing plan for various segments of the audit engagement.
 - Proposed timeline to complete the audit.
- d. Pricing

• Specify the total number of hours of work you propose to provide the City for professional auditing services. 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 optional 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.

(35 possible points)

(10 possible points)

(25 possible points)

(30 possible points)

CITY OF PICO RIVERA	
Proposal for Independent Audit Services	
Schedule of Professional Fees and Expenses	
Title	Hourly Rates
Partners	
Managers	
Supervisor Staff	
Staff	
Other (Specify)	

Description	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Tota	al
Audit of City of Pico Rivera						Ś	-
Audit of Pico Rivera Water Authority						Ś	_
Agreed-Upon Procedures for Appropriations Limit						¢	_
Single Audit (each additional major program)						ć	
Out of pocket expenses (please specify)						ć	
TOTAL			<i>.</i>	<i>~</i>	<u>,</u>	ې د	

e. Total Points for Written Proposal

100 possible points

Upon completion of the Proposer evaluation process, a shortlist will be established, and the City will enter into negotiations 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.

9. Award of Contract

Following evaluation and rating by the Administrative Services Director, the City Manager will recommend the award of a contract to the most qualified proposer providing the best value to the City. All final decisions shall be made by the City Council, which at its sole discretion, reserves upon the City the right to cancel this RFP, issue a new RFP, award, or rescind an offer. The term of the contract will begin after the contract award and the contract Agreement is fully executed, and all required supplemental paperwork, insurance documents, etc., have been received and approved.

10. Payment to Consultant

a. Once the contract is awarded, the City will pay the successful consultant (hereinafter, the "Consultant") for work completed consistent with the final approved Fee Schedule. The 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, personnel hours, hourly rate and costs incurred by each task.

c. Sub-categorization of tasks 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 insurance in a timely manner. Once expires, the City will not be able to process any further payments until the situation is rectified.

11. 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 the provisions in the proposal. Proposers are responsible for ensuring 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. Any additional services negotiated by the parties shall be memorialized in a writing and executed by the authorized agent of each party before any service commences.

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 any other applicable law.

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 the 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 a written addendum issued by the City. The contact person for all questions regarding this RFP is Jane Guo, Director of Administrative Services. She can be reached via e-mail at jguo@pico-rivera.org. Proposers may not contact any other staff members with questions.

The requesting party is responsible for the 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 7920.000, *et seq.* Proposals <u>should not</u> be marked as confidential or proprietary unless the proposer are willing and able to legally defend such designations at proposer's sole cost and expense. The City may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record unless prohibited by law. 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 ensure that information gleaned from competing proposals is not disclosed to other Proposers. Prices and other information concerning the proposals shall not be disclosed until an award is made to the awarding authority by the City Council and the parties execute a final agreement.

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 City Engineer before the Proposal Submittal Deadline.

12. 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. <u>RECITALS</u>

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": <u>INSERT DATE</u>

4. <u>TERM</u>

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. <u>COMPENSATION</u>

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 notive, 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

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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. 12.2The 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

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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

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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

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- 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 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

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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 selfinsurance 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: NAME, TITLE INSERT CONSULTANT'S NAME ADDRESS CITY, STATE, ZIP

With a courtesy copy to:

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> 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

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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.

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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 Professional Services Agreement CONSULTANT NAME Page 13 of 19

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.

[Signatures on the following page]

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

"CITY"	"CONSULTANT"
CITY OF PICO RIVERA	INSERT CONSULTANT'S COMPANY NAME
Erik Lutz, Mayor	INSERT NAME, TITLE
Dated:	Dated:
ATTEST:	APPROVED AS TO FORM:

Cynthia Ayala, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

Professional Services Agreement **CONSULTANT NAME** Page 15 of 19

EXHIBIT A SCOPE OF SERVICES

Professional Services Agreement **CONSULTANT NAME** Page 16 of 19

EXHIBIT B APPROVED FEE SCHEDULE

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.

Professional Services Agreement CONSULTANT NAME Page 18 of 19

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 Professional Services Agreement CONSULTANT NAME Page 19 of 19

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

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.

Consultant:	
-	Name (Please Print or Type)
Ву:	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:

e. Fees and Costs

Our fees are based on the timely delivery of services provided, the experience of personnel assigned to the engagement, and our commitment to meeting your deadlines.

CLA understands the importance of providing our clients with value-added strategies. As part of our fee, we propose to hold routine, proactive quarterly meetings to review and discuss the impact of new accounting issues and other business issues you are facing. We'll help you decide how to handle challenges as they come up — and take advantage of every potential opportunity.

Schedule of professional fees and expenses

	Title			Ηοι	urly Rates		
	Principals				\$325		
	Directors				\$225		
	Supervisory Staff				\$160		
	Staff				\$140		
	Other				\$100		
Description	FY 23-24	FY 24-25	FY 25-	-26	FY 26-27	FY 27-28	Total
Audit of City of Pico Rivera	\$48,000	\$50,400	\$52	2,900	\$55,600	\$58,400	\$265,300
Audit of Pico Rivera Water Authority	7,800	8,190	8	8,600	9,100	9,600	\$43,290
REAC	700	750		800	850	900	\$4,000
Measure W Audit (audit needed every 3 fiscal years)	23,0		8,000	-	-	\$23,000	
Agreed-upon Procedures for Appropriations Limit	600	630		660	700	735	\$3,325
Single Audit up to 2 programs (each additional major program is \$4,000)	10,500	11,025	11	,600	12,200	12,800	\$58,125
SCO Reports (City, PFA, Water Authority)	5,615	5,850	6	5,100	6,400	6,720	\$30,685
5% Technology and Support Fee	3,661	3,842	5	5,183	4,243	4,458	\$21,386
Total	76,876	80,687	108	8,843	89,093	93,613	\$449,111



CITY COUNCIL

AGENDA REPORT

То:	Mayor and City Council
From:	City Manager
Meeting Date:	December 12, 2023
Subject:	APPROVE AMENDMENT NO. 3 TO AGREEMENT NO. 18- 1845 WITH DIEGO'S AUTO REPAIR INC. ON A MONTH-TO- MONTH BASIS FOR SIX (6) MONTHS

Recommendation:

- 1. Approve Amendment No. 3 to Agreement No.18-1845 with Diego's Auto Repair Inc. (Diego's) in the amount not-to-exceed \$30,000 for vehicle maintenance and repair services on a month-to-month basis for a maximum of six (6) months; and
- 2. Authorize the City Manager to execute the amendment in a form approved by the City Attorney.

Fiscal Impact:

The fiscal year (FY) 2023-24 Adopted Budget includes adequate appropriations to cover the expenditures of up to \$30,000 under Account No. 100.40.4033-54500 (Contracted Services). No additional funding is required at this time.

Background:

The Public Works Department has an in-house mechanic who is responsible for providing regular maintenance services such as tire rotation, oil changes, transmission fluid replacement, battery testing, and minor repairs to their fleet of over 65 City-owned vehicles. Several City vehicles have accumulated over 100,000 miles and are in need of extensive maintenance to ensure safety. In instances where a vehicle requires major repairs, the City employs the services of a third-party contractor to expedite the repair process and minimize the time the vehicle is out of service. Vehicle repairs that require specialized equipment and installation services often necessitate the use of a third-party contractor.

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 APPROVE AMENDMENT NO. 3 TO AGREEMENT NO. 18-1845 WITH DIEGO'S AUTO REPAIR INC. ON A MONTH-TO-MONTH BASIS FOR SIX (6) MONTHS Page 2 of 2

Discussion:

The agreement with Diego's for vehicle maintenance and repair services (Agreement No.18-1845) was approved by the City Council on October 23, 2018. The term was for three (3) years with two (2) one-year renewal options. On April 6, 2022, the City approved Amendment No. 1 extending the term to September 30, 2022. On March 16, 2023, the City approved Amendment No. 2 extending the term to December 30, 2023.

At this time, under mutual agreement, the City and Deigo's Auto Repair, Inc. desire to extend the contract for up to six (6) months on a month-to-month basis. The amount of this extension will be a not-to-exceed amount of \$30,000. Approving Amendment No. 3 to Agreement No. 18-1845 will ensure there is no lapse in vehicle maintenance and repair services and will allow staff to finalize the Request for Proposals (RFP), advertise, and eventually award a contract for vehicle maintenance and repair services.

Conclusion:

Staff recommends approving Amendment No. 3 to Agreement No.18-1845 with Diego's in the amount not-to-exceed \$30,000 and authorize the City Manager to execute the amendment in a form approved by the City Attorney.

Steve Carmona

SC:NN:ML:np

Enclosure: 1) Amendment No. 3

AMENDMENT NO. 3 TO AGREEMENT NO. <u>18-1845</u> PROFESSIONAL SERVICES AGREEMENT WITH DIEGO'S AUTO REPAIR, INC.

THIS AMENDMENT NO. 3 TO AGREEMENT NO. <u>18-1845</u> FOR PROFESSIONAL SERVICES WITH DIEGO'S AUTO REPAIR, INC. ("Amendment No. 3"), 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 Diego's Auto Repair, Inc., ("CONSULTANT").

RECITALS

- A. CITY and CONSULTANT (collectively referred to as the "Parties") have previously executed that certain Agreement No. <u>18-1845</u> Professional Services Agreement dated October 23, 2018, as amended by the Amendment No. 1 to Agreement No. <u>18-1845</u>, dated April 8, 2022, and Amendment No. 2 to Agreement No. <u>18-1845</u>, dated March 16, 2023 (collectively "Agreement") relating to Vehicle and Equipment Maintenance Services for the City of Pico Rivera.
- B. The Parties desire to amend said Agreement as set forth herein, pursuant to Sections 4 and 32 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 4. TERM of the Agreement, by executing this amendment, the Parties mutually agree to extend the term of the Agreement beyond December 30, 2023 on a month-to-month basis, but no later than June 30, 2024. The expiration date and maximum extension date included in Section 4 of the Agreement is hereby amended to extend the Term of the Agreement until such time as CITY terminates the Agreement, but no later than June 30, 2024 ("Extended Term").

2. MODIFICATION OF CONSULTANT'S COMPENSATION.

As compensation for the Scope of Services associated with the extension of the Term and those included in Exhibit A, the total compensation under Section 5.1 of the Agreement shall be hereby increased by an amount not to exceed Thirty Thousand Dollars (\$30,000) for services provided during the Extended 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 CONSULTANT shall remain in full force and effect.

4. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 3 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. 3.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed and attested by their respective officers hereunto duly authorized.

"CITY" CITY OF PICO RIVERA	"CONSULTANT" DIEGO'S AUTO REPAIR, INC.
Steve Carmona, City Manager	Meliton F. Cruz, CEO/Owner
Dated:	Dated:
ATTEST:	APPROVED AS TO FORM
Cynthia Ayala, City Clerk	Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT A

EXHIBIT A SCOPE OF SERVICES RFP – Vehicle and Equipment Repair & Maintenance

1.0 GENERAL PROVISIONS

1.1 The successful Contractor must be able to perform general and preventative maintenance and common repair services on vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The City prefers a Contractor that has the ability to perform all required services. Notwithstanding, the City may select more than one contractor to provide the services described herein. Furthermore, services may be rendered by sub-contractors only with City's prior written approval. However, Contractor will remain responsible for the performance of the following obligation, notwithstanding the contracting of a subcontractor: billing, reporting, scheduling, delivery, work, quality, warranty, and other contractual obligations.

1.2 The City reserves the right to award one or more contract(s) to provide the services described herein as deemed in the City's sole discretion to be most advantageous to the City.

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1.3 The Contractor must have the ability to provide required preventative maintenance and repair service listed in Section 1.4 herein for all fleet vehicles listed on Exhibit "C" attached hereto. Any exception including sub-contracting must be noted in the response.

1.4 Maintenance and Repair Services

A. Preventative Mainténance

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The City's vehicles are routinely driven in short distance; frequent start/stop; and long idle periods. Exhibit "B" (Preventative Maintenance Service Requirements) attached herelo, outlines the services required due to the use conditions. The average annual usage is normally around 10,000 miles.

B. Repairs and Maintenance

Provide service/repairs to all common mechanical and electrical systems as needed.

C. Transport of Vehicles for Service

- Contractor is responsible for transport (pickup and delivery) of all vehicles for all preventative and scheduled services.
- For non-scheduled emergency service, courtesy transportation for customer to and from city facilities and other locations within city limits.

D. Conditions on Required Services .

- 24-hour turn around on common repairs (including brakes, etc.) and routine maintenance without prior scheduling. When a prior appointment has been made for routine maintenance, the turn-around time should be four (4) hours.
- Provide adequate inventory on special parts to ensure minimum turn-around on noncommon repairs.

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E. Repair Order Content and Procedure

EXHIBIT A SCOPE OF SERVICES RFP -- Vehicle and Equipment Repair & Maintenance

The Contractor shall provide repair orders for all services provided containing the following information:

- Repair estimates with anticipated work to be performed, estimated completion fime, and estimated cost signed by the City staff upon pick-up/drop-off. A confirming copy with final cost shall be mailed to City upon completion, and a billing copy shall be sent to the City with the monthly statement.
- Actual work/cost above written estimate requires City approval prior to work start.
- Authorization of work by designated City staff is required for all repair orders.
- Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
 - o Date work performed
 - Vehicle #, license #, and make/model
 - o Vehicle mileage at time of service/repair
 - o Date in/date out/time completed
 - o Detail type of service, hours, material used, and cost associated with each
 - Sub-contracted repair orders containing same information shall be attached to contractor repair order
 - o Copies of all invoices related to the repair
- The Contractor guarantees and warrants that all material furnished and all services performed under said contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a period of 12 months or 12,000 miles, whichever occurs first. The Contractor shall remedy all such defects at Contractor's expense within one (1) working day after notification by the City.
- Warranty and sub-contracted repair orders need to be provided by the Contractor. Contractor is prime contractor; however, sub-contractors may be used by Contractor. Contractor assumes responsibility for work of subcontractors. The charges for such services to the City shall be the amount of the sub-contractor's invoice for services performed, or the contract price, whichever is less.

F. Hours of Operation

The City has a number of services that are active on a 24/7 basis and desires the most comprehensive hour coverage possible. Please identify normal business hours and emergency business hours if available.

G. Safety Check

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The Contractor shall perform a safely check in conjunction with all repair & maintenance requirements listed within this RFP. The following safety checks shall be performed every time a vehicle is brought in for service:

- Tires Visually check condition.
 - Lights Check directional signaling devices and emergency light systems for proper operation.

EXHIBIT A SCOPE OF SERVICES RFP – Vehicle and Equipment Repair & Maintenance

- Windshield Wipers and Washers Check condition of wiper arms and blades. Check aim and flow of washer spray. Fill washer reservoir with washer solvent.
- Fluid Levels Check and replenish fluid levels in transmission, differential, steering sector or power steering pump, and master cylinder. Inspect all units for leakage and clogging.
- Battery Check condition of heat-shield, hold-down clamps and cable ends, top
 off electrolyte level, and clean top and terminals as necessary,
- Heater-Defroster-Air Conditioner System and Wiper Controls Check switches, valves, and ducting doors for proper operation.
- Exhaust System -- Visually inspect complete exhaust system including catalytic converter and heat-shielding. Check for broken, damaged, missing, or poorly positioned parts. Inspect for open seams, holes, or any condition which could allow exhaust fumes to enter the vehicle.
- Steering and Suspension Components -- Conduct a "look and shake" inspection.
- Frame/Sub-Frame and Cross Member Visually check for "drive-over" and/or vehicular damage and fatiguing.
- Drive Shaft U-Joints / CV Joints -- Conduct a "look and shake" inspection for seal leakage and joint failure.
- Critical Components Check condition of all under-hood heat-shields, and the routing of all hoses and wiring to ensure maximum protection from radiated exhaust heat. Inspect all coolant hoses, fuel line hoses, power steering hoses, engine accessory drive belts, and other under-hood plastic or rubber components.

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- Brakes Inspect all brake line hoses and master cylinder for signs of leaks or damage. Inspect front brake pads, rear brake linings, wheels cylinders, and parking brake cables and linkage. Report estimate of remaining life of pads and shoes.
- Cooling System Visually inspect entire system for leaks, damage or other signs of needed repair;

Year	Make	Model
2001	GMC	Sonoma
1999	Ford	Ranger
2000	Ford	Focus
1999	Ford	E150
2015	Ford	F650
2007	Chev	Cobalt
2007	Chev	, 'Cobalt
1999	Ford	Ranger
2000	Ford	Focus

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LIST OF CITY VEHICLES RFP – Vehicle and Equipment & Maintenance

Year	· Make	Mode
2017	Ford	F150
2017	Ford	F550
2005	Ford	F-450
2005	GMC	C-4500
1996	Ford	Ranger
1990	Ford	Ranger
2018	Ford	F150 C
2008	Ford	F-250
2018	Ford	F150

EXHIBIT A SCOPE OF SERVICES RFP - Vehicle and Equipment Repair & Maintenance

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1997	Chev	Cevalier
1897	Chev	Cavalier
1987	Chev	Cavalier
1997	Chev	S-10
2000	Jeep	Cherokee
200B	Chev	Cobali
2008	Chev	Cobalt
2017	Ford	F150
2011	Ford	Fusion
2011	Ford	Fusion
2011	Ford	Fusion
2001	GMC	2500
2014	Ford	F250
2001	Ford	F250
1997	Ford	Ranger
2017	Ford	F550
2017	Ford	F650
2017	Ford	F150
2001	GMC ·	2500
1091	Ford	F-600
1998	GMC	3500
2002	GMC	3500
2000	Ford	F-350
2005	Ford	F-250
2005	Chev	C-4500
1994	Ferd	E-250
1984	Ford	E-250
2000	Ford	F-250
1999	Ford	E-350
2017	Ford	F160
1998	Foid	E-150
1988	Ford	E-150
2008	Ford	F-250

1997	Ford	F-250
2006	Chev	3500
2000	GMC	C-6500
1989	Ford	F-250
2001	GNAC	3500
2008	Ford	F-250
1990	Chev	2500
1999	Ford	F-350
2000	Ford	Renger
1998	Chev	Step Van
2002		C-3500
1998	GMC	Step Van
2018	Ford	F350
1998	Ford	Ranger
2018	Ford	F350
2018	Ford	F350
1999	Ford	E-150
2004	Ford	E-350
1997	Ford	F-250
2001	GMC	C-3500
1999	Chev	C-6500
2002	Chev	2500
1999	and a second sec	F-250
1996	Ford	F-250
2016	Ford	F-150
2008		1500
2004	Chev	Silveredo
1995		Ranger
2004		Silverado
2008	_	F-450
2002		3500
1997		F-700
2005	and an other states	F-350

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The following vehicles are still under the manufacturer warranty. All work to be performed on these vehicles must comply with manufacturer's warranty requirements.

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Unit #	Year	Make	Model
102	2014	Toyota	Prius C
103	2014	Toyota	Prius C
104	2014	Toyota	Рпиь С
112	2014	Toyota	Prius C
113	2014	Toyota	Prius C
114	2014	Toyota	Prius C

Page & of 5

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EXHIBIT A SCOPE OF SERVICES RFP – Vehicle and Equipment Repair & Maintenance

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115	2014	Toyota	Prius C
117	2014	Toyota	Prius C

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EXHIBIT B

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3. PRICE LIST

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	Passenger Vehicles & Light Trucks.	F250 and F350 Trucks and Utility Vehicles	F550 Truck and Bucket Truck	F650 Truck
Preventive maintenance service Flat Rate including tabor and materials	\$48.00	,565.00	\$75.00	\$90.00
Annual Smog Check	1 040.00	i	· • • • • • • • • • • • • • • • • • • •	
Flat Rate Including Labor and certification	\$40.00	\$40.00 -	\$40.00	\$40 00
Vehicle transport (pick up and delivery) for			1	1
preventive and scheduled services	· No Charge	No Charge	No Charge	No Charge
Hourly Lebor Rate	\$75.00	\$75.00	\$75.00	\$75.00.
Replacement Dealer Parts				
Cost Plus.%	. 20 %	20 %	20 %	20 %
Replacement Non-Dealer Parts				1
Cost Plus %	20 %	20 %	20 %	20 %
Replace pads, replace rolors and replace caliper Replace pads:			701.82 217.88	ander ang di sayan dina sang sa
2. Brake Service-Rear Wheels: 2018 Ford F150	Truck		050.00	
Replace pads, turn rotors and labor:			_250.00	
Replace pads, replace rotors and labor:				
Replace pads, replace rotors and replace caliper	s and labor			
Replace pads:		\$	220.00	······································
3. Brake Service-Front Wheels: 2018 Ford F250 Replace pads, turn rolors and labor: Replace pads, replace rolors and labor: Replace pads, replace rolors and replace callos Replace pads:		\$ <u>.</u> \$	275.55 _973.04 1,386.35 _245.55	
4. Brake Service-Rear Wheels: 2018 Ford F250 Replace pads, turn rotors and labor: Replace pads, replace rotors and labor: Replace pads, replace rotors and replace caliper Replace pads:		\$\$ \$\$ \$\$	_246.56 522.93 _939.44 _216.56	
5. Brake Service – Front Wheels: 2018 Ford 350 T Replace pads, tum rotors and labor: Replace pads, replace rotors and labor: Replace pads, replace rotors and replace calipers Replace pads:		\$_ \$1	_275.55 _973.04 ,386.35 _245.55	and Second and Second and

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6. Brake Service-Rear Wheels: 2018 Ford F350 Truck	
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Replace pads, replace rotors and replace calipers and labor:	S939.44
Replace pads:	\$216.56
Neplace paos.	
7. Brake Service - Front Wheels, 2018 Ford F550 Truck	
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Replace pads, replace rolors and labor:	\$1.624,35
Replace pads, replace rotors and replace calipers and labor:	S2,156.94
Replace pads:	\$2,156.94 \$455.99
replace paus.	
8. Brake Service-Rear Wheels: 2018 Ford F550 Truck	1
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Replace pads:	
9. Brake Service Front Wheels: 2018 Ford T-350	· ·
Replace pads, lum rolors and labor:	\$287.81
Replace pads, replace rolors and labor.	\$ 631.44
Replace pads, replace rolors and replace calipers and labor:	\$1,016.56
Replace pads, replace totols and replace obligate and manner	\$_227.81
Replace pads:	
10. Brake Service-Rear Wheels: 2018 Ford T-350	
Replace pads, ium rolors and labor:	\$277.88
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Replace pads, replace rotors and replace calipers and labor:	\$1,252.11
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11. Brake Service – Front Wheels: 2018 Ford F550 Truck	
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Destana podát	\$455.99
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12. Brake Service-Rear Wheels: 2018 Ford F550 Truck	
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By submitting a Bid, Contractor agrees that they have read and understand the RFP in its entirely, including, with out limitation, the scope, and nature of the work, all appendices, attachments, exhibits, schedules, andaddende as applicable. Sholuid the contractor have any objections to the RFP, they must be clearly stated below, specifically referencing the particular section number, paragraph, and page number of the objection. However, making an objection does not relieve the contractor from complinying with the regularements of the RFP.

Person from your company who completed the bid package:

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Date: Friday September 28th, 2018

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Signature . ______ Printed Name and Tille : Meliton F. Cruz CEO/Owner Email : <u>milton@diegosauto.com</u> Phone : 323)803-3929

CEPICO CINA CONTROL CO CEPICO CINA CONTROL CO CEPICO CINA CONTROL CO CEPICO CINA CONTROL CO CEPICO CINA CONTROL CO CEPICO CINA CONTROL CO CEPICO CINA CONTROL CO CINA CONTROL CO CONTROL CO CINA CONTROL CO CONTROL CO CONTROL CO CONTROL CO CONTROL CO CONTROL CO CONTROL CO CONTROL CO CONTROL CONTROL CO CONTROL CO CONTROL CONTROL CO CONTROL CONTROL CONTR	ITY COUNCIL		A	AGENDA R	EPORT
То:	Mayor and City Cou	ıncil			
From:	City Manager				
Meeting Date:	December 12, 2023	5			
Subject			\ <u>\</u> /_\\		

Subject: APPROVE AN AGREEMENT WITH TROON GOLF MANAGEMENT FOR GOLF COURSE MANAGEMENT SERVICES

Recommendation:

- 1. Approve an agreement with Troon Golf Management (Troon), in a form approved by the City Attorney, for five (5) years, with two (2) possible two-year renewals for the Pico Rivera Golf Course (Golf Course) management services;
- 2. Approve additional appropriations of \$26,125 to the Golf Course Fund Account No. 570.16.1620-56200 (Management Fee) for the remaining five months of the fiscal year (FY) 2023-24;
- 3. Approve an annual management contingency fee of up to \$5,986, not exceeding 5% of the total management fee; and
- 4. Authorize the City Manager to take all necessary and reasonable steps to execute the agreement on behalf of the City.

Fiscal Impact:

The City of Pico Rivera (City) allocated \$60,000 in Golf Course Fund Account No. 570.16.1620-56200 (Management Fee) for FY 2023-24 and FY 2024-25. This amount was set aside to cover the monthly cost of \$5,000 charged by S&S LaBarge Golf, Inc. The monthly cost for the new management company is \$9,976, which includes a base management fee of \$8,500 and an additional \$1,476 for shared and centralized services, resulting in an annual total of \$119,712. The management services include management of the Golf Course and the supervision of food and beverage operations.

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CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 APPROVE AN AGREEMENT WITH TROON GOLF MANAGEMENT FOR GOLF COURSE MANAGEMENT SERVICES Page 2 of 4

TROON 2024 BASE MANAGEMENT, SHARED SERVICES AND CENTRALIZED SERVICES (9 Holes)

Centralized Services	Per	r Unit	Employees		Annual Cost	
Base Management Fee Payroll & Benefits – (per employee / pay period)	\$	14.43	27	\$ \$	102,000.00 10,129.86	
HR Compliance				\$	2,503.68	
Technology Support – POS and Employee Plus	\$26	Per Node	3	\$	2,627.82	
Controls and Compliance				\$	1,736.58	
Management Contingence				\$	5,985.61	
EPL / Fraud Insurance - \$0 Deductible				\$	714.30	
,					125,697.85	

The additional appropriation in the Management Fee account is an annual amount of \$5,986 for a management contingency.

Background:

In 2018, the City signed an agreement with S&S LaBarge to provide management services for the Golf Course. Over the past five (5) years, S&S LaBarge has been responsible for managing the Golf Course and the associated food and beverage services. Since 2018, S&S LaBarge has undergone five (5) separate amendments. S&S LaBarge management has faced several major incidents that have had a profound impact on their business model. In 2020, the Covid-19 Pandemic (pandemic) shut down the course for approximately six (6) months. Fortunately, at that time golf was considered an authorized outdoor sport, and the Golf Course quickly gained popularity as a family-friendly destination.

In addition to the pandemic, in October 2021, the United States Army Corps of Engineers (USACE) announced that they planned to shut down the Golf course in order to begin the construction work needed for the Whittier Narrows Dam Retrofitting Project. This project assisted in mitigating a myriad of issues encompassed in the Whitter Narrows Dam Safety Project (WND Project). As a result, in September of 2021 the Golf Course was shut down for approximately 30 days for the USACE. During that time, the USACE allowed the City and S&S LaBarge to reconstruct several holes and redesign the back area of the course that had been displaced due to the construction. S&S LaBarge successfully redesigned the layout of the 9-hole Golf Course and continued to stay committed to providing quality operations of the facility. The temporary tee boxes have been made permanent, restoring the course to its former working order.

During this time, the Golf Course has endured ongoing thefts of maintenance equipment, grass care equipment, and golf carts, as well as detrimental effects from surrounding homeless encampments in the San Gabriel Riverbed. Furthermore, in February 2023, the golf course club house was damaged by a major fire, which destroyed the rear storage and inventory rooms, as well as the back maintenance yard.

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 APPROVE AN AGREEMENT WITH TROON GOLF MANAGEMENT FOR GOLF COURSE MANAGEMENT SERVICES Page 3 of 4

All of these incidents have made it difficult for S&S LaBarge to continue providing dedicated day-to-day service to our course. S&S LaBarge has been a valuable partner since 2018 and they believe that the course's needs have surpassed what they, as a small local business, can currently fulfill.

Discussion:

S&S LaBarge submitted their resignation as the primary management company of the Pico Rivera Golf Course on September 30, 2023. They mentioned in their resignation letter that their company is small, has limited resources, and that the recent loss of key staff members has made daily operations difficult. S&S LaBarge suggested that Troon assume control of the Golf Course, emphasizing Troon's extensive resources and larger scale as contributing factors. They were confident that Troon would maintain the facility's vision and dedication to delivering exceptional services.

Troon has been in business for over 30 years and currently manages more than 700 golf courses across the United States, with 37 facilities in California. Troon will oversee golf operations, maintenance of the course, marketing and promotion, general and administrative responsibilities, financial and accounting services, as well as personnel hiring and training. Troon offers a number of additional services that are not currently available through S&S LaBarge. The additional monthly cost of \$8,500 with Troon, as opposed to \$5,000 monthly with S&S LaBarge, is due marketing and promotion of the course, a more focused social media presence, day-to-day transaction processing, accounts payable management, and facilitation of the complete month and close process, upgraded agronomic procedures and the possible addition of Toptracer (a popular practice tool) to the driving range. By implementing a consistent and strategic marketing plan focused on revenue generation, community programming, and digital marketing initiatives. The City is confident that Troon will be able to generate additional revenue.

Therefore, Troon has proposed to assume management of the Golf Course and food and beverage operations in February of 2024. The City, Troon and S&S LaBarge have agreed to work together to guarantee a seamless transition between December 2023 and January 2024. Troon will take over leadership on February 1, 2024.

The City has worked with Troon to ensure that all existing staff will be able to continue their employment with them. However, they have been advised of the potential closure, and the use of the facility is at the discretion of the US Army Corps of Engineers.

Additionally, the City may dispense with the bidding requirements if it finds that the supplies, services, or equipment are unique because of their quality, durability, availability, or fitness for a particular use and are available only from one source. Due to the timing constraints experienced by the City in being able to solicit bidders, the City

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 APPROVE AN AGREEMENT WITH TROON GOLF MANAGEMENT FOR GOLF COURSE MANAGEMENT SERVICES Page 4 of 4

determined that this contract conforms to the Sole Source Purchasing exemption stated in MC 3.20.030(B).

Conclusion:

Staff recommends approving an agreement with Troon Golf Management for five (5) years, with two (2) possible two (2) year renewals for management of the Pico Rivera Golf Course beginning February 1, 2024 (FY) 2023-24), and approve a final payment of \$5,000 to S&S LaBarge Golf, Inc. for the transitional month of January 2024.

Steve Carmona

SC:PY:jl

Enclosures: 1) Management Agreement 2) Troon Management Proposal

Enclosure 1

GOLF FACILITY

MANAGEMENT AGREEMENT

FOR

PICO RIVERA GOLF COURSE

Date: February 1, 2024

Pico Rivera GC - MA 004 12/7/23 **14a**

GOLF FACILITY MANAGEMENT AGREEMENT

THIS GOLF FACILITY MANAGEMENT AGREEMENT (the "Agreement") is made and entered into this day of February 1, 2024, by and between THE CITY OF PICO RIVERA, a California municipal corporation ("Owner") and TROON GOLF L.L.C., a Delaware limited liability company ("Troon").

RECITALS:

A. Troon is engaged in the ownership, management and operation of golf facilities.

B. Owner owns that certain golf facility that includes a 9-hole golf course and dining facilities known as "*Pico Rivera Golf Club*" (the "Golf Course") located in Pico Rivera, California, together with the Improvements (as defined below) located thereon.

C. Owner desires to utilize the services and experience of Troon in connection with the management and operation of the Facility (as defined below), and Troon desires to render such services, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Owner and Troon hereby agree as follows:

1. <u>Definitions.</u> (a) As used herein the following terms shall have the respective meanings indicated below:

<u>Affiliate</u> – any corporation or other entity controlled by, controlling or under common control with Troon or Owner, as applicable. The words "control", "controlled" and "controlling" mean ownership, directly or indirectly, of 50% or more of the legal or beneficial ownership interest of such corporation or other entity.

<u>Affiliated Facilities</u> – all golf course facilities managed or operated by Troon throughout the world (including, without limitation, if designated as such by Troon, golf facilities operated by an Affiliate of Troon).

<u>Employee Costs</u> – all costs pertaining to employees at the Facility arising out of the employment, management or termination of such employees whether before, during or after the Term, including, without limitation, salaries, fringe benefits, bonuses, relocation costs, costs of recruitment (including applicable agent fees), vested and non-vested benefits, vacation pay, accrued sick days, seniority rights, severance, unemployment compensation, compliance with governmental laws and regulations and insurance, and any other similar employee liability costs and expenses. All Employee Costs shall be approved by Owner and included in the Annual Plan for each Fiscal Year.

<u>**Facility**</u> – a collective term for the Golf Course, the Improvements and the FF&E (as defined below).

 $\underline{FF\&E}$ – all fixtures, furnishings, furniture and equipment required for the operation of the Facility.

<u>GAAP</u> – Generally Accepted Accounting Principles.

<u>Gross Operating Profit or GOP</u> – the amount, if any, by which Gross Revenues exceed Operating Costs.

Gross Revenues – all revenues and income of any nature derived directly or indirectly from the Facility or from the use or operation thereof, including greens fees, gross sales proceeds from monthly dues from members of the Facility (if applicable), rental fees for golf carts, golf clubs and other rental item fees, lesson fees (but only to the extent such fees are retained by the Facility), range ball fees, food and beverage sales, liquor sales, telephone, revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments and other group gatherings, merchandise sales, rental or other payments from lessees and sublessees (but not including the gross receipts of such lessees and sublessees), and the proceeds of business interruption, use, occupancy or similar insurance. There shall be excluded from Gross Revenues: (i) any gratuities or service charges distributed as compensation to the Facility's employees; (ii) any credits or refunds made to customers, guests or patrons; (iii) any sums and credits received by Owner for lost or damaged merchandise; (iv) any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, tourist taxes or charges; (v) any proceeds from the sale or other disposition of the Facility, FF&E, or other capital assets; (vi) any property and/or liability insurance proceeds (other than business interruption insurance); (vii) any condemnation awards or receipts from sales of FF&E or other capital assets under the threat of condemnation other than any award made in a temporary taking and in the nature of an award for lost income; (viii) any proceeds of financing or refinancing of the Facility; (ix) amounts contributed by Owner pursuant to the terms of this Agreement; (x) income or interest derived from the Facility Accounts and (xi) the proceeds from initiation fees received by the Facility from the sale of memberships at the Facility (if applicable). Gross Revenues shall be determined on an accrual basis and in accordance with GAAP with the exception of membership initiation fees included within the definition of Gross Revenues as noted above (if applicable). For the avoidance of doubt, amortization of initiation fees in accordance with GAAP shall be excluded from the definition of Gross Revenues.

Improvements – the Facility clubhouse, practice facilities and all other buildings, structures and improvements now located or hereafter constructed on the land encompassing the Golf Course (the "**Site**") and all fixtures and equipment attached to, forming a part of and necessary or desirable for the operation of such clubhouse and other buildings, structures or improvements (including, without limitation, heating, lighting, plumbing, sanitary system, air-conditioning, refrigeration, kitchen, elevators and similar items) and such (**i**) restaurants, bars and banquet, meeting and other guest areas, (**ii**) commercial space, including concessions and shops, (**iii**) garage and parking space, (**iv**) storage and service areas, (**v**) recreational facilities and areas, (**v**) grounds and gardens for common use of the guests, (**vii**) permanently affixed signage and (**viii**) other facilities and appurtenances, all as presently exist on the Site or are hereafter added thereon during the Term.

<u>Net Operating Income</u> - the amount, if any, by which Gross Operating Profit exceeds Fixed Charges calculated for the relevant period.

Operating Costs - the sum of the costs and expenses (including Employee Costs) of

maintaining, operating and supervising the operation of the Facility which are not properly capitalized but instead are normally charged as a current expense under generally accepted accounting principles, consistently applied GAAP. All Operating Costs shall be approved by Owner and included in the Annual Plan for each Fiscal Year.

- (i) The cost of the supplies and equipment necessary to operate the Facility;
- (ii) The Base Management Fee;
- (iii) The Accounting Fee;
- (iv) Employee Costs;
- Advertising and promotional expenses incurred directly by the Facility, administrative and general expenses of the Facility, the cost of Administrative Services, utility and energy costs, operating licenses, fees and permits, and grounds and landscaping maintenance costs;
- (v) All expenditures made for routine maintenance and repairs to keep the Facility in good condition and repair;
- (vii) All reimbursable expenses due Troon;
- (viii) All insurance premiums for all insurance obtained pursuant to the requirements of <u>Section 18</u> (other than property insurance premiums);
- (ix) Reasonable reserves for uncollectible accounts receivable as set forth in the Annual Plan;
- (x) Credit card and travel agent commissions; and
- (xi) all state taxes or impositions of any kind (with the exception of income taxes on revenues earned by Troon) associated with the operation of the Facility and the performance of Troon's obligations under this Agreement, including but not limited to sales tax, use tax or other similar taxes, whether imposed upon Owner or Troon.

There shall be expressly excluded from Operating Costs the following costs and expenses of the Facility, which shall be defined as "**Fixed Charges**":

- (A) Depreciation of the Improvements (if applicable) and FF&E, and amortization of financing costs, pre-opening expenses, organizational and other costs;
- (B) All debt service (including interest and principal) on any indebtedness related to the Facility;
- (C) Rental payments pursuant to any ground lease;

- (D) The cost of external (third-party) audits of Facility operations and/or with respect to Owner's legal entity;
- (E) Recurring and non-recurring Owner ownership costs, such as Owner's legal entity administration and servicing fees;
- (F) The Incentive Management Fee;
- (G) Real estate (if applicable) and personal property taxes and assessments (including payments to tax escrow accounts, but without duplication with respect to taxes subsequently paid out of such tax escrow accounts);
- (H) Payments pursuant to any equipment leases or installment sales contracts;
- (I) Such other cash expenditures (including capital replacements and major capital improvements as part of the Restoration Project and otherwise) which are normally treated as a capital expenditure under GAAP; and
- (J) Property insurance premiums.

<u>Owner Proprietary Information</u> - all intellectual property relating to Owner and/or the business affairs of Owner, including, without limitation: (i) the Owner Marks; (ii) proprietary documents, materials or software (including, without limitation, manuals, software programs, internal correspondence, operating standards manuals, agronomic standards manuals, and other items of a proprietary nature created by Owner) specifically acquired, developed or modified in whole or in part by or for Owner, and used in the operation of Facility; and (iii) any trade secrets and copyrightable or patentable subject matter developed, acquired, or licensed by Owner in the ownership and operation of the Facility, and all intellectual property rights relating to any of the foregoing.

<u>Troon Proprietary Information</u> – all intellectual property relating to Troon or any of its Affiliates, the business affairs of Troon or any of its Affiliates, or any golf club, golf course or facility or other similar operation or similar facility which Troon or any of its Affiliates owns, leases or operates, including, without limitation: (i) the Troon Marks; (ii) proprietary documents, materials or software (including, without limitation, manuals, software programs, internal Troon correspondence, operating standards manuals, agronomic standards manuals, and other items of a proprietary nature created by Troon or its Affiliates) specifically acquired, developed or modified in whole or in part by or for Troon or its Affiliates, and used in the operation of Facility or in any Affiliated Facility; (iii) guest and player data; and (iv) any trade secrets and copyrightable or patentable subject matter developed, acquired, or licensed by Troon or any of its Affiliates in the operation of the Facility or in any Affiliated Facility or in any Affil

(b) <u>Other Definitions</u>

As used herein, the following terms have the meanings set forth in the respective Sections indicated below:

Accounting Fee – Section 14(a) Annual Plan – Section 12(a) Base Management Fee – Section 13(a) Centralized Services – Section 10(a) Commencement Date - Section 7 Cooperative Sales and Marketing Services-Section 9 Defaulting Party – Section 19(b) Event of Default – Section 19(a) Executive Employees – Section 2(b) Facility Account – Section 16(a) Facility Tradename – Section 23(a) Fiscal Year – Section 12(a) Fixed Charges - Section 1 Golf Course – Recital B Initial Term – Section 7 Interim Insurance Period – Section 18(c) Losses – Section 22(a)Minimum Balance – Section 4(a) Non-Defaulting Party – Section 19(b) **Operational Standards – Section 3** Optional Shared Services – Section 4(a) Owner Marks – Section 23(a) Payroll Account – Section 16(a) Site – Section 1 Term – Section 8 Troon Marks – Section 23(b) Troon Misconduct – Section 22(a) Troon Services – Section 2(b)

2. <u>Engagement of Troon</u>. (a) Troon represents it is an experienced manager and operator of first-class golf facilities and understands that Owner is relying on Troon's expertise in managing first-class golf facilities in entering into this Agreement. Subject to Owner's input and oversight, Owner hereby grants to Troon for the purpose of satisfying its obligations hereunder, the right to supervise and direct the management and operation of the Facility for and on the account of Owner, and Troon hereby accepts said grant and agrees that it shall supervise and direct the management and operation of the Facility, all pursuant to the terms of this Agreement, and Owner shall reasonably cooperate so as to permit Troon to carry out its duties hereunder.

(b) The services to be performed by Troon (the "Troon Services") shall include: (i) supervise and administer daily operations and act as general manager for all functions relating to or in connection with the Facility, (ii) establishment, and amendment of, and implementation of policies, standards and schedules for the day-to-day management, operation and maintenance of the Facility and for all matters affecting guest relations; (iii) hire, train, discipline, discharge, promote and supervise the Facility's general manager and all Facility employees that directly report to the general manager (collectively, the "Executive Employees") and all other Facility

employees; (iv) establishment, and amendment of, and implementation of standards for agronomic conditioning of the Golf Courses; (v) pricing, (including rates and prices for guest greens fees, rental fees and other similar fees and charges for usage at the Facility); (vi) externally communicate and coordinate activities with guests, and devise strategies (including interaction with area media) to preserve, protect and enhance Owner's status and reputation, and attend area golf and trade shows and staff booths at such events; (vii) establish accounting and payroll procedures and functions for the Facility; (viii) receive, hold and disburse funds, and maintain bank accounts, subject to the provisions of Section 16; (ix) policies relating to entertainment, labor and credit policies; (x) supervise food and beverage services; (xi) including, without limitation, banquet services, menu prices and other guest charges; (x) procure inventories, supplies and services; (xii) assess and make recommendations with respect to technology requirements, as well as supervise and coordinate technology-related issues, either directly or through third-party vendor relationships; (xiii) manage the caddie program at the facility, if any; (xiv) manage special events at the Facility; (xv) establish and maintain marketing and communication programs for guests; (xvi) provide HR support and training for all Facility employees; (xvii) provide legal guidance and support for certain legal issues within the purview (and only to the extent authorized by this Agreement) the Troon in-house legal team; and (xviii) provide an opportunity for the Facility to participate in Troon's insurance program which would entitle Owner to obtain advice from Troon's risk management team.

(c) Troon shall not enter into any lease or contract on behalf of the Facility without first obtaining written permission by Owner. In the event that Troon enters into any lease or contract on behalf of the Facility for the use of property or the provision of services related to the Facility, Owner shall indemnify and hold Troon harmless from any obligations and liabilities related to the payment of said leases or contracts and upon the termination or expiration of this Agreement for any reason, any such leases or contracts shall be assigned from Troon to Owner or its designee and Owner or its designee shall assume all Troon's obligations pursuant to said leases and contracts.

3. <u>Operational Standards</u>. Troon shall cause the Facility to be operated in a professional manner, as a first class facility in accordance with the terms of this Agreement and the operational standards established by Troon from time to time as the same may be modified from time to time by Troon (the "**Operational Standards**"). Troon shall determine and implement the operating policy, standards of operation, quality of service and any other matters affecting guest relations and the efficient management and operation of the Facility.

4. <u>Personnel</u>. (a) Owner shall terminate, or cause to be terminated, all employees at the Facility as of the Commencement Date. Owner shall have full responsibility for all expenses associated with its employees, including such employees' salaries, vested and non-vested benefits, vacation pay, accrued sick days, profit sharing, tax deferred compensation, unfunded retirement plans and pension fund contributions, seniority rights and any other similar expenses of such employees incurred or accrued as of the date of such termination. From and after the Commencement Date, Troon shall be entitled to hire any employees, including any Executive Employees, that Troon determines are necessary or desirable for the operation and maintenance of the Facility in accordance with the terms of this Agreement.

(b) After the Commencement Date, all personnel employed at the Facility shall at all times be employees of Troon or an Affiliate of Troon. All employment costs shall be paid by Owner. If an employee of Troon or an Affiliate of Troon that is not employed at the Facility is assigned temporarily or on a part-time basis to perform services at the Facility, the employee costs associated with such employee in proportion to the period of time such employee dedicates to the Facility, the actual expenses incurred traveling to and from the Facility, and any fees for such additional services shall be reimbursed to Troon, subject to any applicable restrictions and the limitations provided in the Annual Plan. Troon shall hire, train, discipline, discharge, promote and supervise all employees at the Facility, fix their compensation and fringe benefits, and, generally, establish and maintain all policies relating to employment and employment benefits. Owner shall have the right to approve the hiring of the Facility's Executive Employees, which approval shall not be unreasonably withheld. Subject to Troon's indemnification obligations in <u>Section 22(a)</u>, all costs of every kind and nature pertaining to all employees at the Facility arising out of the employee relations shall be an operating expense and shall be the sole responsibility of Owner.

(c) After the Commencement Date, upon Owner's approval, Troon shall provide to the Facility its optional corporate-based shared employee services to include (i) a regional controller, (ii) an area retail manager, and (iii) Shared Accountant (the "Optional Shared Services"), which typically replace certain elements of the on-site Facility functions with a suite of services provided from Troon's corporate office to Affiliated Facilities on an allocated basis. If Owner elects to receive the Optional Shared Services, the fee for such services shall be approved by Owner and included in the Annual Plan, <u>provided</u>, <u>however</u>, that the cost for the Shared Accountant referenced above and other accounting services provided by Troon hereunder shall be included in the Accounting Fee set forth in <u>Section 14(a)</u>.

5. <u>Owner's Obligations</u>. (a) Owner shall obtain, with reasonable assistance from Troon, all necessary licenses and permits required by applicable law to be held by Owner at the Facilities so as to permit Troon to manage and operate the Facilities in accordance with the Operational Standards have been obtained and are maintained during the Term. Troon shall ensure that all necessary licenses and permits required by applicable law or otherwise to be held by Troon, as manager, for the operation of the Facilities have been obtained and are maintained by Troon during the Term. Troon shall use commercially reasonable efforts to comply with any conditions set out in any such licenses and permits, whether held by Owner or Troon, and Troon shall at all times operate and manage the Facilities in accordance with such conditions and any other legal requirements.

(b) Owner agrees to provide all funds necessary to pay all Employee Costs and all other costs related to the provision of the Services at the Facility, and shall cause all such costs to be timely paid.

(c) Owner shall pay (or reimburse Troon if applicable), as an operating expense, all federal and state taxes or impositions of any kind associated with the operation of the Facility and the performance of Troon's obligations under this Agreement, including but not limited to sales tax, use tax, payroll tax or other similar taxes, whether imposed upon Owner or Troon.

6. <u>Authority and Control</u>. Owner shall maintain the right to oversee and approve

Troon's implementation of all operating budgets, policies, standards of operation, quality of service and any other matters affecting guest relations or the efficient management and operation of the Facility. Notwithstanding anything to the contrary contained in this Agreement, if Troon is unable to perform any of its obligations under this Agreement because of the failure on the part of Owner to provide funds as required by <u>Section 5</u> above, such inability of performance shall not be deemed a default on the part of Troon and shall not give rise to any right of termination, damages or other remedy against Troon.

7. <u>Term</u>. Troon shall begin its obligations hereunder for the period of time beginning on February 1, 2024 (the "**Commencement Date**") and ending on January 31, 2029 (the "**Initial Term**") unless sooner terminated as provided in <u>Section 19</u>.

8. <u>Renewal</u>. The Initial Term shall thereafter be renewed for two (2) consecutive two (2) year renewal periods unless either party delivers written notice to the other that the Initial Term or then current renewal period shall not be renewed, which notice must be given at least ninety (90) days prior to the expiration of the Term or then current renewal period if applicable. The Initial Term, together with any renewal periods, shall be referred to as the "Term".

9. <u>Cooperative Sales and Marketing Services</u>. (a) Troon shall provide cooperative sales and marketing services (the "Cooperative Sales and Marketing Services") to the Facility which shall include: (i) system-wide sales and marketing activities for the Facility and all Affiliated Facilities, including national and international advertising, group sales promotion, public relations and direct selling efforts for the benefit of the Facility and the collective business development at all Affiliated Facilities; (ii) participation in the Troon central reservation system which provides a regional, national and international toll-free system for inquiries regarding customer bookings and for making, changing and canceling reservations at the Facility and/or Affiliated Facilities; (iii) representation at golf industry sales and trade shows; (iv) inclusion on, and a hyperlink from, the Troon world wide web site to the Facility world wide web site; and (v) such other additional sales and marketing services as Troon may determine may benefit the Facility and the Affiliated Facilities or develop and promote further the Facility or the Troon brand.

(b) Owner shall pay, as an Operating Cost, a reasonable monthly assessment in exchange for Troon's provision, and/or arranging for the provision, of the Cooperative Sales and Marketing Services. Owner shall pay the first assessment on the Commencement Date, and thereafter on the first day of each calendar month during the Term. The amount of the assessment shall be included in the Annual Plan. Owner acknowledges that the Facility shall also be responsible to pay, in addition to the amount of the assessment, any third party charges or costs associated with the Cooperative Sales and Marketing Services which shall be provided without mark-up or profit by Troon and shall be an Operating Cost.

10. <u>Centralized Services</u>. (a) Troon shall cause to be furnished to the Facility, as an operating cost, certain services ("Centralized Services") which are furnished generally on a central or regional basis to other Affiliated Facilities. Centralized Services shall include the following categories of services: (i) "Human Resources Compliance", which includes the provision of Troon's standardized materials for conducting compliance training (e.g. standards implementation, safety (including OSHA compliance), and harassment prevention), recruitment, and administration of

employee reward and recognition programs; (ii) "Payroll Processing" for Troon Employees; (iii) "Technology Support", which includes oversight of the Facility's information technology guidance and support; (iv) "Employee and Benefit Administration" which includes administration of employee benefits for Troon Employees; (v) "Controls & Compliance" which includes periodic oversight, through Troon's centralized internal audit function, of the Facility's operational and accounting control procedures; and (vi) "EPL/Fraud Insurance", which includes the cost of insurance for the Employers Practices Liability insurance and the Crime coverage Policy for Troon Employees.

(b) The Centralized Services shall be provided by Troon to the Facility as long as Troon employs the Facility employees. The costs associated with the provision of the Centralized Services listed in Section 10(i) and (ii) above shall be an additional cost and are not included in the Base Management Fee but shall be included in the Annual Plan for each Fiscal Year. The costs associated with the provision of the Centralized Services listed in Section 10(i), (iv), (v) and (vi) shall not be an additional cost to Owner and are included in the Base Management Fee.

(c) Troon may from time to time propose that additional central or regional services be furnished and included as part of Centralized Services for the benefit of the Affiliated Facilities or in substitution for services now performed at individual Facilities which may be more efficiently performed on a group basis. Any modification to the foregoing list of Centralized Services shall be made by Troon in conjunction with the Annual Plan.

11. <u>Procurement Services</u>. Troon shall make available its centralized purchasing programs and/or other group buying techniques in connection with the Facility's purchase of operating supplies, operating equipment, inventories and services. Troon may receive and retain a fee or other compensation from vendors and service providers in exchange for Troon's services in making the benefit of volume purchases available to the Facility or negotiating and implementing the arrangements with such vendors or providers, provided the total cost thereof to the Facility is competitive with that which would be charged by non-affiliated third party vendors in an arms-length transaction. Notwithstanding the foregoing, in accordance with its approval of the Annual Plan, Owner hereby opts out of Troon's purchasing program as of the Commencement Date and shall notify Troon in writing, if, in the future, it elects to opt into Troon's purchasing procurement services and/or other group buying techniques. If Owner elects not to participate, whether in whole or in part, Owner shall be solely responsible for directing Troon to which vendors and service providers shall be used for the purchase of all operating supplies, operating equipment, inventories and services used at the Facility.

12. <u>Annual Plan</u>. (a) The fiscal year of the Facility shall be the twelve (12) month period commencing January 1 and ending December 31 (the "Fiscal Year"). Troon shall review and provide advice with regard to the Facility budget for the 2024 Fiscal Year. Thereafter, Troon shall prepare a budget for the Facility, which shall include an estimated profit and loss statement and an estimated cash flow projection for the ensuing Fiscal Year as well as estimates of all expenditures, including expenditures for (i) property operations (including employee expenses) and maintenance; (ii) FF&E, operating equipment and operating supplies; (iii) advertising, sales and business promotion; and (iv) a budget for capital replacement items. Beginning with the 2025 Fiscal Year, the annual budget shall be prepared by Troon and submitted to Owner at least sixty (60) days prior to the Fiscal Year. The annual budget shall be subject to the prior written approval of Owner and, as

approved, shall be referred to hereafter as the "**Annual Plan**". In order for Troon to assist Owner in the preparation of the Annual Plan, Troon shall have access to all books and records on an as-needed basis. In the event of any disagreement with respect to any line item in the Annual Plan, pending the resolution of such disagreement, Troon shall continue to manage and operate the Facility in accordance with the Operational Standards and the requirements set forth in this Agreement at a level of expenditures comparable to those of the preceding Fiscal Year's Annual Plan. Troon may seek approval from Owner to amend or revise the Annual Plan to take into consideration variables or events that did not exist, or could not be anticipated by Troon, at the time the Annual Plan was prepared. Owner shall indicate in writing, within thirty (30) calendar days following delivery, whether it, in Owner's sole and absolute discretion, approves any such amendments or revisions to the Annual Plan.

(b) Troon shall comply, to the extent reasonably and commercially practicable, with the applicable Annual Plan, and shall not deviate in any material respect from the Annual Plan, except when agreed upon by Owner. Notwithstanding the provisions of the foregoing sentence, Troon shall be entitled to make additional expenditures not authorized under the then applicable Annual Plan in the event of an emergency at the Facility.

13. <u>Base Management Fee</u>. (a) From and after the Commencement Date, Owner shall pay to Troon a base management fee (the "Base Management Fee") equal to Seventy-Two Thousand Dollars (\$72,000) for each full Fiscal Year during the Term, equitably pro-rated for any partial Fiscal Year. Commencing on January 1, 2025, and continuing on each January 1 thereafter, the Base Management Fee amount for such Fiscal Year shall be the Base Management Fee amount applicable to the last day of the immediately preceding Fiscal Year as increased by two and one-half percent (2.5%).

(b) The Base Management Fee shall be paid monthly, in advance, on the first (1^{st}) day of each calendar month during the Term based on one-twelfth $(1/12^{th})$ of the annual Base Management Fee amount for the Fiscal Year in question (pro-rated for any partial calendar month).

14. <u>Accounting Fee</u>. (a) From and after the Commencement Date, as consideration for the accounting services provided by Troon at the Facility, Owner shall pay to Troon an accounting fee (the "Accounting Fee") equal to Two Thousand Five Hundred Dollars (\$2,500) per month during the Term, equitably pro-rated for any partial month. Commencing on January 1, 2025, and continuing on each January 1 thereafter, the Accounting Fee amount for such Fiscal Year shall be the Accounting Fee amount applicable to the last day of the immediately preceding Fiscal Year as increased by two and one-half percent (2.5%).

(b) The Accounting Fee shall be paid monthly, in advance, on the first (1st) day of each calendar month during the Term (pro-rated for any partial calendar month).

15. <u>**Reimbursement of Out-of-Pocket Expenses.</u>** Subject to the Annual Plan and Owner's approval, Owner shall reimburse Troon and any Affiliates for any reasonable and necessary actual out-of-pocket costs incurred by them in the performance of this Agreement as an Operating Cost. Troon shall be entitled to reimbursement of these expenses from Owner at the time such expenses are incurred. Such reimbursements shall be in addition to any other fees and charges due hereunder.</u>

16. <u>Bank Accounts and Funding</u>. (a) Owner shall maintain necessary account(s) in Owner's name at a Bank designated by Owner (the "Facility Account"). In addition to the Facility Account, Troon shall establish and/or maintain a separate payroll account (the "Payroll Account") which shall be solely owned by Troon and funded from the Facility Account. Troon shall be authorized to transfer funds from the Facility Account to the Payroll Account as necessary to pay all liabilities to the Troon Employees at the Facility. Owner shall be entitled to information regarding the payroll expenses paid by Troon for all Facility employees.

(b) Upon the Commencement Date, Owner shall deposit in the Facility Account at least Fifty Thousand Dollars (\$50,000) (the "Minimum Balance"), and thereafter the Facility Account shall maintain a minimum balance equal to at least the Minimum Balance. The Minimum Balance shall serve as working capital for Facility operations. Owner shall deposit into the Facility Account, within ten (10) calendar days of Troon's request therefor, sufficient funds to make up any deficiency in the Minimum Balance.

17. <u>Reports to Owner</u>. In addition to any other reports to be provided to Owner hereunder, Troon shall cause to be delivered to Owner the following:

(a) Within twenty (20) calendar days after the end of each calendar month, a consolidated report showing the results of operation of the Facility for such month and for the year to date; and

(b) Within thirty (30) calendar days after the end of each Fiscal Year, a consolidated report showing the results of operation of the Facility for such year, and a computation of the Incentive Management Fee for such year.

(c) Upon reasonable advance notice by Owner to Troon, Troon shall permit Owner, its accountants, attorneys and agents to examine and make copies of the books and records of the Facility during normal business hours.

18. <u>Insurance</u>. (a) All insurance policies provided for under this <u>Section 18</u> shall be issued by insurance companies that have sound financial strength and maintain a rating of A VIII in Am Best's Key rating guide, or equivalent.

(b) Subject to <u>Section 18(c)</u> below, either Troon shall procure and maintain, as an Operating Cost, the insurance policies covering the Facility set forth on <u>Exhibit "A"</u>. Subject to Owner's written approval, such policies may be procured and maintained through Troon's comprehensive insurance program, provided the policies within such program otherwise comply with all of the requirements set forth in <u>Exhibit "A"</u>. All insurance procured by Troon shall be written in the name of Troon with the Owner named as an additional named insured thereon, except for worker's compensation insurance and any other insurance with respect to which it is impractical or inappropriate to name Owner, or any other parties as a named insured or an additional insured. Any insurance policies procured by Owner shall be written in the name of Owner with Troon named as an additional insured thereon.

(c) Prior to the Commencement Date, Owner shall provide Troon with all necessary information to enable Troon to submit a bid to Owner for the policies described on <u>Exhibit "A"</u>.

In the event Owner elects to have Troon procure the insurance policies and Troon is unable to procure the policies described on <u>Exhibit "A"</u> for the Facility on the Commencement Date, Owner and Troon shall cooperate to accumulate all necessary information to enable Troon to procure such policies for the Facility as soon as practicable after the Commencement Date and, in no event, more than sixty (60) calendar days after the Commencement Date (the "Interim Insurance **Period**"). In the event that Troon is unable to procure the policies described on <u>Exhibit "A"</u> for the Facility as of the Commencement Date, Owner shall be responsible for maintaining all existing insurance policies during the Interim Insurance Period, provided that all such policies comply with the requirements set forth on <u>Exhibit "A"</u> and are written in the name of Owner with Troon named as an additional insured thereon.

(d) Certificates of insurance shall be delivered to Owner or Troon, as applicable, on or before the Commencement Date, or as soon thereafter as practicable, at the addresses shown in <u>Section 24</u> below and all insurance policies shall be renewed (or replaced, as applicable) prior to their respective expiration dates.

(e) All such policies of insurance shall also be endorsed specifically to the effect that such policies shall not be canceled or materially changed without at least thirty (30) calendar days' prior written notice to Owner and Troon. Each policy shall provide that the insurer shall not have any rights of subrogation to any claim which either party hereto may have or may acquire against the other. Neither Owner nor Troon shall have any claim against the other with respect to the failure of any insurance carrier to provide the coverage or protection placed with such carrier as contemplated by this Agreement.

(f) The cost of procuring and maintaining all required insurance policies required hereunder shall be paid by Owner. Owner acknowledges and agrees that in order to maintain insurance on Troon's insurance program, this Agreement (i) shall remain in effect and shall not terminate or expire; and (ii) the employees shall be employed by Troon on Troon's employment platform and Troon's policies and procedures shall be implemented and followed at the Facility.

(g) If the Facility is insured on Troon's insurance program, Troon shall provide claim management services for any claim at no cost to Owner. Therefore, in the event of a claim, Owner shall not engage or utilize a public adjuster to manage any claim at the Facility unless it is mutually agreed upon by Owner and Troon.

(h) In connection with all significant construction at the Facility, Owner shall cause the general contractor to maintain with a reputable insurer commercial general liability insurance (with products, completed operations and independent contractor's coverage) in at least the amount of Ten Million Dollars (\$10,000,000), with Owner and Troon being named thereon as additional insureds.

19. <u>Event of Default, Termination of Agreement</u>. (a) It shall be an event of default hereunder ("Event of Default") if any one or more of the following events shall occur:

(i) By Troon, if Troon fails to make any payment to Owner in accordance with the terms of this Agreement;

(ii) By Troon, if Troon fails to perform any material obligation under this Agreement required to be performed by Troon;

(iii) By Troon, in the event that (1) Troon applies for or consents to the appointment of a receiver, trustee or liquidator of Troon or of all or a substantial part of its assets; (2) Troon files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation or an arrangement with creditors; (3) Troon files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against Troon; (4) Troon admits in writing its inability to pay its debts as they come due; (5) Troon makes a general assignment for the benefit of creditors; or (6) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Troon bankrupt or insolvent or approving a petition seeking reorganization of Troon or appointing a receiver, trustee or liquidator of Troon or all or a substantial part of its assets, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days;

(v) By Owner, if Owner fails to pay the Management Fee or to provide funds for the operation of the Facility in accordance with the terms of this Agreement;

(vi) By Owner, if Owner fails to perform any other material obligation under this Agreement required to be performed by Owner; or

(vii) By Owner, in the event (a) Owner applies for or consents to the appointment of a receiver, trustee or liquidator of Owner or of all or a substantial part of its assets; (b) Owner files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation or an arrangement with creditors; (c) Owner files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against Owner; (d) Owner admits in writing its inability to pay its debts as they come due; (e) Owner makes a general assignment for the benefit of creditors; or (f) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Owner bankrupt or insolvent or approving a petition seeking reorganization of Owner or appointing a receiver, trustee or liquidator of Owner or all or a substantial part of its assets, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days.

(b) Upon the occurrence of any Event of Default under <u>Section 19(i),(ii), (iv) or (v)</u> by or with respect to one of the parties hereto (the "**Defaulting Party**"), the other party hereto (the "**Non-Defaulting Party**") shall have the right (exercisable by the giving of notice to the Defaulting Party) to terminate this Agreement if the Defaulting Party fails to remedy such Event of Default within ten (10) calendar days after its receipt of notice to remedy.

(c) With respect to the occurrence of an Event of Default under <u>Section 19(a)(iii) or</u> (vi), this Agreement shall terminate, at the election of the Non-Defaulting Party (i) upon such occurrence or (ii) at any time after such occurrence, in each case as specified by such Non-Defaulting Party, provided such Event of Default has not been remedied.

(d) The terms of this Agreement shall not be deemed to impair the right of any party to exercise any right or remedy, whether for damages, injunctions, specific performance or otherwise, upon any breach or termination hereof, nor shall any breach or termination hereof affect the rights of either party with respect to any liability or claims accrued or arising out of events occurring prior to the date of such breach or termination.

(e) <u>Early Termination</u>. Troon acknowledges and understand that Owner may be required to shut down operations of the Facility due to maintenance and/or repair of the Golf Course and surrounding areas by the U.S. Army Corp of Engineers, or similar agency. In such event, Owner shall provide Troon written notice of termination as soon as reasonably possible, but in no event less than thirty (30) days' prior to the effectiveness of such termination. Such early termination shall not be construed as an Event of Default. If Owner timely provides such notice, then this Agreement shall, subject to the remaining provisions of this Section 19(e), automatically terminate at midnight on the specified date of termination. As a condition to such termination, Owner shall pay to Troon all Management Fees (i.e., Base Management Fees and Accounting Fees) and other amounts due Troon under this Agreement for the period of time prior to the termination, but Owner shall not be required to pay any penalty or termination fee upon such termination.

20. <u>Post-Termination Matters</u>. (a) Upon the expiration or earlier termination or of this Agreement for any reason (i) Owner shall return to Troon any Troon Proprietary Information and Troon shall return to Owner any Owner Proprietary Information, and (ii) Owner shall retain any Owner Proprietary Information.

(b) Upon the effective date of termination or expiration, Owner shall pay to Troon (i) its reasonable out-of-pocket costs incurred by reason of requests by Owner for assistance after termination or expiration of this Agreement not otherwise expected of Troon in the orderly termination of its operations at the Facility, (ii) all Employee Costs, and (iii) any unpaid fees and other charges and reimbursements due Troon hereunder. This <u>Section 20</u> shall survive the expiration or earlier termination of this Agreement.

(c) Troon shall make available to Owner such books, records, software, files, information, books, records and systems supporting the general ledger and the like respecting the Facility (including those from prior years, subject to applicable statutory retention requirements and to Troon's reasonable records retention policy) as will be needed by Owner to continue to operate the Facility and to prepare accounting statements for the Facility for the year in which termination occurs and for any subsequent year. Troon shall assign to Owner or to the new manager all operating licenses, permits and other instruments used in operating the Facility that have been issued in Troon's name. Troon agrees to peacefully vacate and surrender the Facility to the Owner and assist in a seamless transition of the Troon Employees to Owner's employment platform.

(d) Upon the expiration or earlier termination of this Agreement, Troon shall cooperate with Owner to ensure a seamless transition from the Facility.

(e) The provisions of this <u>Section 20</u> shall survive the expiration or sooner termination of this Agreement.

21. <u>Assignment</u>. Troon acknowledges that this Agreement contemplates the provision of professional services by Troon to Owner and, as such, this Agreement is a personal services agreement between Troon and Owner. Except with respect to an assignment by either party to an affiliate of such party (or of a party's right to receive payments hereunder), neither party shall have the right to assign its rights and interests under this Agreement without the prior written consent of the other party, which consent may be granted, withheld, or conditioned in the sole and absolute discretion of the other party, and provided that Troon or Owner, as applicable, will remain responsible as the primary obligor hereunder notwithstanding such assignment.

22. **Responsibility for Claims**. (a) Troon shall defend, indemnify and hold Owner, its Affiliates, and its and their officers, directors, shareholders, partners, members, employees, agents and representatives harmless for, from and against any and all losses, claims, demands, damages, judgments, costs, penalties, fines, liens, suits, and expenses and liabilities, including, without limitation, reasonable attorneys' fees and costs and expenses incident thereto (collectively, "Losses"), arising in connection with the operation of the Facility by reason of Troon Misconduct. For purposes hereof, "Troon Misconduct" shall mean any breach of this Agreement or gross negligence, willful misconduct or fraud committed by Troon, its Affiliates, or the Executive Employees in connection with the Facility or the performance of Troon's duties under this Agreement; it being acknowledged and agreed that (a) acts or omissions of non-Executive Employees at the Facility shall not be imputed to Troon or constitute Troon Misconduct unless such acts or omissions resulted directly from the gross negligence, willful misconduct or fraud of Troon or its Executive Employees in hiring, training or supervising such employees, and (b) acts or omissions taken at Owner's direction or with Owner's approval shall not constitute Troon Misconduct.

(b) Owner shall defend, indemnify and hold Troon, its Affiliates, and its and their officers, directors, shareholders, partners, members, employees, agents and representatives harmless for, from and against any and all Losses arising in connection with the development, construction, ownership and operation of the Facility, except to the extent such Loss is caused by Troon Misconduct.

(c) Any indemnified party shall be entitled, upon written notice to the indemnifying party, to the timely appointment of counsel by the indemnifying party for the defense of any Loss, which counsel shall be subject to the approval of the indemnified party. If, in the reasonable judgment of both the indemnifying party and the indemnified party, a conflict of interest exists between the indemnified party and the indemnifying party at any time during the defense of the indemnified party, the indemnified party may appoint independent approved panel counsel of its choice for the defense of the indemnified party as to such Loss. Additionally, regardless of whether the indemnified party is appointed counsel or selects independent counsel (i) the indemnified party shall have the right to participate in the defense of any Loss and approve any proposed settlement of such Loss, and (ii) all costs, expenses and attorneys' fees of the indemnified party, including the cost of independent counsel of its choice (but only if there exists or is reasonably likely to exist a conflict of interest in the reasonable judgment of both the indemnifying party and the indemnified party for the same counsel to represent both the indemnified party and the indemnified party for the same counsel to represent both the indemnified party and the indemnified party. If the

indemnifying party fails to timely pay such costs, expenses and attorneys' fees, the indemnified party may, but shall not be obligated to, pay such amounts and be reimbursed by the indemnifying party for the same. The parties hereby acknowledge that it shall not be a defense to a demand for indemnity that less than all Losses asserted against the indemnified party are subject to indemnification. If a Loss is covered by the indemnifying party's liability insurance, the indemnified party shall not take or omit to take any action that would cause the insurer not to defend such Loss or to disclaim liability in respect thereof.

(d) No person or entity shall be deemed to be a third party beneficiary of any term or provision of this Agreement, including, without limitation, the terms and provisions of this <u>Section</u> <u>22</u>, and no person or entity shall have any rights of subrogation or similar rights under this <u>Section</u> <u>22</u>, other than Affiliates of Owner and Troon, respectively, entitled to indemnification pursuant to the provisions of this <u>Section 22</u>. Owner and Troon mutually agree for the benefit of each other to look first to the appropriate insurance coverages in effect pursuant to this Agreement in the event any claim or liability occurs as a result of injury to person or damage to property, regardless of the cause of such claim or liability, and Owner and Troon further mutually agree that neither party shall be required to pay for any Loss to the extent that such Loss is covered and paid for by the insurance required to be maintained or actually maintained, in accordance with this Agreement. All indemnification obligations under this Agreement and the provisions of this <u>Section 22</u> shall survive the expiration or any earlier termination of this Agreement.

23. <u>Tradenames</u>.

(a) During the Term, the Facility shall be known by such tradename as may from time to time be determined by Owner (the "Facility Tradename"). Troon acknowledges that the trademarks, tradenames and/or service marks "Pico Rivera Golf Club", together with any other names, service marks, trademarks, slogans, logos, designs or the like owned by Owner or created by Owner during the Term and are now or hereafter used in the ownership, management and operation of the Facility ("Owner Marks"). Troon shall not contest the unrestricted and exclusive ownership of the Owner Marks by Owner or its right to grant others licenses to use the Owner Marks, and Troon shall not acquire any right, title or interest of any kind or nature whatsoever in or to the Owner Marks or the goodwill associated therewith.

(b) Owner acknowledges that the trademarks and/or service marks "Troon", "Indigo Sports,[®]" "Troon Golf,[®]" and "Troon Prive[®]" are and shall continue to be the sole property of Troon, together with any other names, service marks, trademarks, slogans, logos, designs, tag lines or the like owned by Troon or created by Troon during the Term and are now or hereafter used in the management and operation of the Facility or any Affiliated Facilities (collectively, "**Troon Marks**"), Troon shall have the right to identify the Facility as a golf facility managed and operated by Troon and use the Troon Marks in any locations at the Facility specifically authorized by Owner in writing. Owner shall not contest Troon's unrestricted and exclusive ownership of the Troon Marks or its right to grant others licenses to use the Troon Marks and Owner shall not acquire any right, title or interest of any kind or nature whatsoever in or to the Troon Marks or the goodwill associated therewith. Owner shall not use the Troon Marks without Troon's prior written approval in each instance. Troon shall have the sole right and responsibility to handle disputes with third parties concerning the use of all or any part of the Troon Marks, and Owner shall cooperate with

Troon in all such matters. Troon need not initiate suit against imitators or infringers and may settle any dispute by grant of a license or otherwise. Owner shall not initiate any suit or proceeding to enforce or protect the Troon Marks.

(c) In the event of any breach by either party of the covenants set forth in this <u>Section</u> <u>23</u>, the other party shall be entitled to relief by injunction, and to all other available legal rights or remedies. The provisions of this <u>Section 23</u> shall survive the expiration or sooner termination of this Agreement.

24. <u>Notices</u>. Unless otherwise expressly provided in this Agreement, all consents, approvals, notices or other communications provided for in this Agreement shall be in writing and shall be delivered personally, or sent by a nationally recognized overnight delivery service (such as FedEx) as follows:

If to Owner:	City of Pico Rivera
	6767 Passons Blvd.
	Pico Rivera, CA 90660
	Attn: Pamela Yugar, Director
	Phone No. 562-801-4326
	Email. pyugar@pico-rivera.org
If to Troon:	Troon Golf, L.L.C.
	15044 North Scottsdale Road, Suite 300
	Scottsdale, Arizona 85254
	Attn: Jeff Hansen, EVP & General Counsel
	Phone No. 480-477-0439
	E-mail. jhansen@troon.com

or at such other addresses (and email addresses) as from time to time are designated by notice to the other party. Any notice personally delivered shall be deemed given on the date of delivery or refusal. Any notice sent by overnight delivery service shall be deemed given upon the date such notice was properly deposited and prepaid, with the overnight delivery service for delivery the following business day; <u>provided</u>, <u>however</u>, the time period within which a response to any such notice must be given shall not commence to run until the following business day. A copy of any such notice shall, concurrently with such delivery or sending, be transmitted by email to the receiving party at the email address indicated.

25. <u>No Representations</u>. (a) Owner and Troon acknowledge there have been no representations, inducements, promises or agreements made by Troon or Owner other than those specifically set forth herein.

(b) Financial projections, budgets or similar forecasts as may have been prepared or in the future are prepared by Troon or its Affiliates do not take into account, nor make provisions for, any rise or decline in local or general economic conditions or other factors beyond the control of Troon. Troon and its Affiliates cannot, and do not, warrant or guaranty in any way said financial projections, budgets or other forecasts. Any financial projections, budgets or forecasts provided have

been prepared on the basis of information available at the time of such preparation and Troon's and its Affiliate's experience in the club and hospitality industry. Said financial projections, budgets and forecasts have been prepared for information only and not as an inducement for action. Owner hereby acknowledges that in entering into this Agreement, Owner has not relied on any projection of earnings, statements as to the possibility of future success, or other similar information which may have been prepared by Troon or its Affiliates. Owner further understands and acknowledges that no guaranty, other than to the extent expressly provided herein, is made or implied by Troon or its Affiliates as to the cost, or the future financial success or profitability, of the Facility.

26. <u>Force Majeure</u>.

(a) <u>Operation of Facility</u>. If at any time during the Term it becomes necessary in Troon's reasonable opinion to cease operation of the Facility in order to protect the Facility and/or the health, safety and welfare of the guests and/or employees of the Facility for reasons of force majeure including, but not limited to, acts of war, insurrection, civil strife and commotion, labor unrest or acts of God, including pandemic, then in such event Troon may close and cease operation of all or part of the Facility, reopening and commencing operation when Troon deems that such may be done without jeopardy to the Facility, its guests and employees. The Facility, or the Golf Course, may also be voluntarily closed (e.g. in connection with a renovation project), which shall be included as a force majeure event.

(b) Extension of Time. With respect to any obligation to be performed by either party during the Term (other than an obligation to pay or fund money pursuant to this Agreement), such party shall in no event be liable for a failure to perform such obligation when such non-performance is attributable to any force majeure event beyond the reasonable control of such party such as a strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, failure or inability, by the exercise of reasonable diligence, to obtain supplies, parts or employees necessary to perform such obligation, or war or other emergency. The time within which such obligation shall be performed shall be extended for a period of time equivalent to the delay from such cause.

27. <u>Miscellaneous</u>.

(a) <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, negotiations, writings, or oral or written understandings with respect to the subject matter hereof are replaced and superseded by this Agreement.

(b) <u>Controlling Law</u>. This Agreement shall be governed by and construed in accordance with the laws of California, without regard to any state's choice of law principles that would cause the application of the laws of any jurisdiction other than the State of California. Any proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought in the courts of the State of California, County of Los Angeles, or in the United States District Court for the Central District of California, and each of the parties irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such proceeding and irrevocably waives any objection to venue laid therein.

(c) <u>No Partnership</u>. Nothing contained in this Agreement is intended to give rise to nor shall be construed to give rise to or create a partnership, joint venture or lease between Owner and

Troon.

(d) <u>Interest</u>. Any amount payable to either party hereunder, which amount has not been paid when due, shall accrue interest at the lesser of: (i) the highest legal limit, or (ii) two percent (2%) over the rate of interest announced by the Wall Street Journal as its prime rate, as the same may be changed from time to time.

(e) <u>Cooperation</u>. The parties shall cooperate with each other to execute and deliver such instruments and documents and take such actions as may be required, or as a party may reasonably deem desirable, to effectuate the provisions and intent of this Agreement. If, during the Term or any time thereafter, either Troon or Owner shall reasonably require the participation of officers or employees then employed by any other party to aid in the investigation, defense, or prosecution of any action, suit, litigation, charge, arbitration, proceeding, mediation, hearing, inquiry, audit, examination, or investigation, and so long as there exists no conflict of interest between the parties, the party receiving the request shall make such officers and employees reasonably available to participate in the same.

(f) <u>Confidentiality</u>. The parties agree that the matters set forth in this Agreement are strictly confidential. Except as disclosure may be required (i) to obtain the advice of professionals or consultants, (ii) to obtain financing for the Facility from a lender, (iii) in furtherance of a permitted assignment of this Agreement or sale of any part of the Facility, (iv) as may be required by law or by the order of any government, governmental unit or tribunal, or (v) in connection with a public or private offering of either parties' securities, each party shall make every effort to ensure that such information is not disclosed to the press or to any other third person or entity without the prior consent of the other party. The obligations set forth in this <u>Section 27(f)</u> shall survive any termination of this Agreement.

(g) <u>Amendments</u>. The parties acknowledge that this Agreement was prepared and executed in an expedited manner to allow Troon to commence the provision of its services at the Facility on the Commencement Date. In the event there are additional changes and/or issues that arise that require modifications to this Agreement, the parties will cooperate to amend this Agreement to incorporate any and all such changes and address any new issues.

(g) <u>Attorney's Fees</u>. If any action at law or equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party may recover reasonable attorneys' fees and expenses from the other party, which fees and expenses may be set by the court in the trial or appeal of such action or may be enforced in a separate action brought for that purpose and which fees and expenses are in addition to any other relief that may be awarded.

(h) <u>Survival</u>. The provisions of this <u>Section 27</u> shall survive the expiration or sooner termination of this Agreement.

(i) <u>City Noise Ordinances and Regulations</u>. Troon shall abide by all applicable City of Pico Rivera noise ordinances and regulations as implemented and amended from time to time. Troon shall ensure that all vendors, contractors and Troon agents are aware of and in compliance with such noise ordinances and regulations, including, but not limited the use of music at the Golf Course only inside the ballroom and or Owner pre-approved spaces within the Golf Course. Owner may implement greater limits on the time and manner of the use of music than set forth in the City of Pico Rivera municipal code and/or other adopted regulations.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the day and year first written above.

OWNER:

TROON:

CITY OF PICO RIVERA a California municipal corporation TROON GOLF, L.L.C., a Delaware limited liability company

By:_____

By:_____

Its: _____

Its: _____

EXHIBIT "A"

SCHEDULE OF REQUIRED INSURANCE

I. <u>Property and Business Interruption Insurance</u>.

A. All risk property insurance for the full replacement value covering physical loss or damage to all buildings and improvements now existing or hereafter erected upon or above the Site, which shall include extended coverage against such perils of fire, lightning, windstorm, collapse, and sprinkler leakage. Such policy shall also provide comprehensive boiler and machinery coverage, including pressure vessels, air tanks, boilers, machinery pressure piping, heating, air conditioning. Such policy shall also cover all equipment, fixtures, motors, machinery, furnishings and furniture installed and owned or leased by Owner and used in connection with the Facility or with the buildings and improvements upon or above the Site, including all alterations, rebuilding, replacements and additions thereto (as hereinafter defined) at the option of Owner. If any insurer, or any governmental agency or authority having jurisdiction over the Facility, shall at any time require that the foundations be insured in order to relieve the insured from the responsibility as a co-insurer or for any other purpose, the obligations with respect to insurance herein shall henceforth be increased to the extent so required.

B. Business Interruption Insurance providing coverage in an amount equal to twelve (12) months of Net Operating Income at the Facility, or such other amount as is mutually satisfactory to Troon and Owner.

II. Liability Insurance.

A. Commercial general liability insurance against claims for bodily injury, death, property damage and sexual abuse and molestation occurring on, in or about the Facility; Employee Benefits Liability insurance with a combined single limit for each occurrence involving personal injury, death or property damage (including any loss of use resulting therefrom) in an amount not less than that generally provided with respect to the Affiliated Facilities, but in no event shall the limits of such coverage be less than One Million Dollars (\$1,000,000) per location and per single occurrence and Two Million Dollars (\$2,000,000) in the aggregate per location. For the avoidance of doubt, this policy shall be a location based policy.

B. Liquor liability insurance having coverage terms at least as broad as those found in standard ISO forms. Such policy shall have an aggregate limit of at least One Million Dollars (\$1,000,000) per single occurrence and in the aggregate. Troon shall be entitled, from time to time, to designate such higher limits as it deems reasonably necessary (or as required under any loan and/or plan documents). In the event that Troon, or Troon's Affiliate, holds the liquor license for the Facility, Troon shall be the named insured (and Owner shall be an additional insured) with respect to the foregoing insurance coverage.

C. Automobile liability insurance on vehicles operated in conjunction with the Facility against claims for damages on owned vehicles, non-owned vehicles, and uninsured motorist coverage (where required by statute), with a combined single limit for each occurrence involving personal injury, death or property damage (including any loss of use resulting therefrom) in an amount not less than that generally provided with respect to the Affiliated Facilities, but in no event shall the limits of such coverage be less than One Million Dollars (\$1,000,000) per occurrence.

D. Umbrella liability insurance with limits of not less than Five Million Dollars (\$5,000,000) per single occurrence and in the aggregate.

E. Pollution insurance policy (including, but not limited to Herbicide and Pesticide coverage) with a limit of not less than One Million Dollars (\$1,000,000) per single occurrence, including coverage for on-site and off-site clean up as well as third party coverage for on-site and off-site third party claims for bodily injury and property damage.

F. Privacy liability insurance covering employee and guest data at the Affiliated Facilities with limits as determined by Troon and Owner. This coverage does not apply to computers at facilities not on the Troon network or networks managed by Troon.

III. Workers Compensation and Employer's Liability.

A. Workers' compensation and Employer's liability insurance as may be required under applicable laws covering all employees employed at the Facility.

B. Comprehensive crime insurance covering employee theft and dishonesty with a limit of at least One Million Dollars (\$1,000,000) per occurrence.

C. Employment practices liability insurance covering Facility employees with a limit of at least One Million Dollars (\$1,000,000) per occurrence.





MANAGEMENT PROPOSAL

PICO RIVERA GOLF COURSE

City of Pico Rivera Parks & Recreation

Pico Rivera, CA November 13, 2023

PRESENTED TO

Pamela Yugar Parks Director City of Pico Rivera, CA

PRESENTED BY

Joe Goodrich Vice President, Business Development joe.goodrich@troon.com 703.626.3484 November 13, 2023

City of Pico Rivera, CA Pico Rivera Golf Course 3260 Fairway Drive Pico Rivera, CA 90660

Ms. Yugar:

We appreciate the opportunity to submit the enclosed proposal for Troon's management of Pico Rivera Golf Course ("Pico Rivera"). Troon possesses the necessary experience, skills, and financial resources to manage Pico Rivera successfully on behalf of the City of Pico Rivera, ("The City"). Our management experience, marketing capabilities, and demonstrated success in similar markets, combined with our current relationships servicing over 37 facilities in California, uniquely qualifies Troon to provide management and operations services at Pico Rivera.

We have grown to become the world's largest professional golf operator, providing services to over 800 locations worldwide under various flags, including Indigo Sports. Under the Indigo Sports brand, a wholly owned subsidiary of Troon, we proudly operate more than 150 municipal facilities nationwide.

Over the past 30 years, Troon has become the leader in daily fee, resort, and private club management and golf course operation with a 96% contract renewal rate. Throughout the growth, our original commitment has never wavered – to exceed guests' and client expectations with hospitality service levels that create "WOW" moments, collaborate with our clients and deliver the desired results!

In our analysis, we have concluded that Pico River is experiencing a theme that plagues many municipalities – ineffective marketing. By implementing a consistent and strategic marketing plan focused on revenue generation, community programming, and digital marketing initiatives. Our ability to analyze a market and understand the relative strengths and weaknesses of any course within that market, and the elements of the operating and marketing plan to execute, is without question, unequaled in the golf industry.

We look forward to the opportunity to meet with you and discuss our response in greater length.

Sincerely,

pepp Goochie

Joe Goodrich | Vice President joe.goodrich@troon.com 703.626.3484





COMPANY OVERVIEW



TROON OVERVIEW

Troon started as one facility in 1990 and has since grown to become the world's largest professional club management company. We provide services to 800+ locations and 725+ golf courses, while also managing various amenities, such as tennis, aquatics, fitness, food & beverage, lodging and more. We have grown our company by listening to and understanding the specific opportunities and challenges of our clients, then customizing our approach to achieve success together. This is accomplished by providing a foundation comprised of the best talent in the industry and cultivating the creativity of our 30K+ associates worldwide. Our successful culture, combined with 30+ years of experience, gives us the opportunity to develop the strategies that allow our clients to excel in this competitive industry.

Troon is comprised of four club management brands committed to providing best-in-class hospitality and services:

- Troon Golf Responsible for the operations of daily fee and resort facilities
- Troon Privé Specializes in private clubs, 50+ of which are member-owned
- Troon International Management services for all club types beyond the Americas
- Indigo Sports Full-service operator specializing in daily fee and semi-private facilities

These brands are supported by 375+ experienced corporate leaders based throughout 14 regional offices, with expertise in Club Operations, Agronomy, Food & Beverage, Sales & Marketing, Procurement, Human Resources, Finance & Accounting, Design & Development, Information Technologies, Risk Management and Legal & Compliance.

In addition to club management, Troon is equipped with innovative specialty brands to support our client's needs:

- ICON Leader in amenity and community association management services
- CADDIEMASTER Premier provider of caddie management and training services
- ClubUp Enhanced caddie scheduling and communication technology
- True Club Solutions Provider of real-world solutions through advisory services
- Cliff Drysdale Tennis & Peter Burwash International Leaders in tennis management
- RealFood Specializes in building guest and member food and beverage experiences

INDIGO SPORTS

Indigo Sports is the operating brand focused on #GolfForEveryone! Including a collection of municipal, daily-fee/resort and semiprivate facilities around the United States, Indigo Sports facilities are favorites of local and traveling golfers alike. Our belief is that golf courses should be managed like the businesses that they are and



should always be striving to provide the best course conditions, customer service, and strong revenue results. We believe that golf is for everyone and know that the growth of the game is imperative to leaving the industry better than we found it.



OVERVIEW OF SERVICES

Golf Operations

Troon's management approach is centered on creating extraordinary guest and member experiences by delivering superior service, amenities, and playing surfaces. To consistently achieve these results and maximize success for each client, we dedicate ourselves to hiring and training quality associates, implementing our proprietary Troon Operating Standards, and providing an unparalleled depth of expertise from our experienced team of corporate resources.



Agronomy



Our commitment to agronomic excellence is achieved when embracing sustainability, economics, and environmentalism. We utilize proven techniques, enabling us to create the most celebrated playing surfaces in the world. Golf course conditioning is an ongoing effort focused on achieving an optimal visual appearance while maintaining excellent turf health. Troon's proprietary scientific approach to agronomy encourages using organic, nature-friendly compounds and prudent chemical use to achieve these

goals at the most reasonable cost. We continue to refine our agronomic practices to ensure that our team produces a product that is fiscally responsible, operationally sustainable, and appealing to golfers, all in a way that efficiently conforms to the financial framework of our clients. In addition, Troon's Environmental Management Initiative provides a systematic and usable set of guidelines that offer opportunities for community outreach, education, and conservation.

Food & Beverage

Troon's philosophy regarding food & beverage consists of customizing each dining experience commensurate with the personalized culture at each facility – whether it be private, resort, or daily fee. Our proprietary Food & Beverage Standards ensure that Troon's high level of quality remains consistent and that our formula for success includes extensive corporate support through delivering extraordinary member and



guest experiences, operational excellence, and financial performance. In addition to the operation resources provided within Troon's management services, clients utilize our design and development services tailored to help facilities reimagine and refresh existing food service facilities, including developing new food service opportunities.

Sales & Marketing



Key components of profitability for our daily fee and resort facilities consist of innovative and sophisticated sales and marketing strategies, combined with proven programs and the global power of the Troon brand. Our services include strategic planning, proactive sales, recruitment, training, digital media, search engine marketing, and more. Important details regarding successful sales & marketing

strategies are included within our proprietary Sales & Marketing Standards Guide, allowing us to develop customized revenue generation plans for each facility. Troon consistently outperforms the



industry in all major metrics, including rounds, revenue, and average rate. This is a testament to our sales-oriented culture, which strategically focuses on helping our clients capture greater market share and grow their businesses.

Procurement

Longstanding vendor relationships ensure our clients enjoy access to a procurement network of preferred brands, suppliers, distributors, service providers, and industry professionals. The portfolio's buying power allows us to negotiate best-in-market terms, service, and pricing for our valued clients on golf operations items such as maintenance equipment, golf cars, merchandise, food & beverage supplies, technology systems, and

more. We collectively save our clients millions of dollars each year through the savings achieved through participation in this voluntary program.

Human Resources

Troon provides comprehensive human resources for all of our associates without the need for consultants or an employee leasing company, which can commonly add costs to the operation. The collective experience of our associates is unparalleled in the industry, allowing our scale to ensure the most competitive and comprehensive benefits platform for our clients. We recruit, hire, and train associates to utilize the

most professional processes in the business based on the importance of our people and their role in the success of each facility.

Finance & Accounting

We deliver financial oversight and expertise, offering centralized coordination of accounting, payroll, and financial reporting, creating significant efficiencies for our managed facilities without using consultants. Weekly, monthly, quarterly and annual reports are provided to our clients, ensuring that important operational decisions are made based on current information, not by solely looking in the rearview mirror for answers. Troon is constantly forecasting and analyzing the operation performances of our facilities to

ensure we are doing everything in our power to achieve each facility's financial goals.

Design & Development

Since the company's inception, we have been involved in the development and/or redesign of more than 400 golf courses and clubhouses. Throughout every phase of design, development, and construction, Troon has the capability and expertise to assist our clients by working directly with golf course designers, clubhouse architects, and all other professionals involved in the development process. From the initial design stage through the final sign-off on each component, our team's involvement includes

extensive budget planning and analysis, implementing cost controls, and frequently reviewing building plans.









Information Technology

Our Information Technology Team is involved in evaluating, designing, and installing complete information technology systems. The team evaluates each facility's technology needs and recommends optimum efficiency. Our national account purchasing arrangements with hardware and software suppliers enhance the benefits of procuring these operating systems. We work with each client to ensure they are on

the cutting edge of modern technology by offering fully integrated property management solutions.

Risk Management

Troon-managed facilities receive the economic and service benefits of the industry's only dedicated in-house risk management team. We seek out the most appropriate and competitive insurance coverages while ensuring the implementation of each policy, all to minimize risks for our clients. These services typically represent significant savings on insurance premiums, which are realized by the courses, while at the same time providing

broader and deeper coverages.

Legal & Compliance

Standalone facilities are frequently left on their own in legal matters, forced to trust their on-site leaders, and/or hire expensive external counsel for their expertise. Troon's services encompass access to our legal team, which can include reviewing documents and contracts to ensure that each facility's best interests are considered.

Racquet Sports

Troon's commitment to racquet sports was solidified in 2018 with the acquisition of Cliff Drysdale Tennis (CDT). The addition of CDT provides industry leading expertise, resources and support to the racquet sports departments of our managed clubs. CDT works alongside the management team at each club to ensure the racquets staff is aligned on the goals of the club and providing maximum benefit and satisfaction to

members and guests. CDT strives to develop, promote and teach new programs that bring more people to the game and is committed to providing excellent service both on and off the court.

Revenue Management

Our clients have access to the only revenue management team in the golf management space. Our team is comprised of professionals with revenue management experience in the hotel industry, airline ticketing as well as sports ticketing. Our team works with you to understand your goals, your history and your clients to create plans that maximize

your REVPAR in order to increase your rounds and revenue. Our team plans, builds and executes these plans in partnership with the sales & marketing team to optimize your overall performance.











PROPOSAL

Troon submits the following proposal for third-party management. Troon will provide complete turnkey management of Pico Rivera including, golf operations, golf course maintenance, marketing and promotion, general and administrative functions, operating and capital budgeting, employee hiring and training, financial management, accounting services to include accounts payable and reporting.

- Proposed Term: Five (5) years, with two (2) two (2) year renewals with mutual consent.
- **Structure:** Troon shall remain solely responsible for all obligations of the agreement and City shall have full recourse to Troon for any liabilities caused by Troon. Troon will employ all staff at Pico Rivera in relation to Troon's scope. Club-level financial statements will be prepared by Troon and will coordinate with the City's' accounting interface.
- Club Operation: Troon shall operate Pico Rivera pursuant to an annual budget, marketing and operations plan agreed to and approved by the City. All rates, fees, and expenses shall be defined in advance as part of the budget process. Troon shall not deviate from this plan without the City's consent. All expenses of operating Pico Rivera shall be the responsibility of the City. All employees at Pico Rivera shall be Troon employees and will work exclusively for the benefit of Pico Rivera. All employee costs shall be part of the operating expense of Pico Rivera. Troon will retain the exclusive right to hire and terminate employees.
- Troon Oversight:Troon's operation of Pico Rivera will be directed and overseen by Regional
Operations and F&B Associates based in California, as well direct support from
personnel based at Troon's office in Irvine, CA and support in Scottsdale, AZ.
- Management Fees: OPTION 1: Troon would earn a monthly base management fee of Eight thousand five hundred dollars (\$8,500) for management of Golf Course including Food & Beverage Operations.

OPTION 2: Troon would earn a management fee of Seven thousand five hundred dollars (\$7,500) for management of Golf Course Operations without Food & Beverage Operations.

The management fees are net to Troon and include accounting services. The base management fee shall increase by two- and one-half percent (2.5%) each year on the anniversary of the start of the management agreement.

Travel Allowance: Troon would be reimbursed for usual and customary travel expenses incurred in connection with oversight of Pico Rivera.



TROON CENTRALIZED & SHARED SERVICES

Troon provides certain support services on a centralized and shared basis to benefit our owners, clubs and associates. <u>The recoverable costs associated with these services typically replace existing costs for similar services currently being paid for by the Club.</u> They are included as line items within each club's <u>Annual Operating Budget</u>, without mark-up for fee or profit. Descriptions and projected costs for anticipated centralized and shared services are as follows:

2024 SHARED SERVICES AND CENTRALIZED SERVICES

		Cost	#	#	м	onthly		
Centralized Services		er Unit	Employees	Holes	Allocations		Annual Cost	
Payroll & Benefits - (per employee / pay period)	\$	14.43	27				\$	10,129.86
HR Compliance				9	\$	417.28	\$	2,503.68
Technology Support - POS and Employee Plus \$	26 Pe	er Node	3	9	\$	431.97	\$	2,627.82
Controls and Compliance				9	\$	289.43	\$	1,736.58
EPL / Fraud Insurance - \$0 Deductible				9	\$	119.05	\$	714.30
							\$	17,712.24

*# of Associates is estimated and can be confirmed by the City upon execution of the agreement

CENTRALIZED SERVICES

Payroll & Benefits Administration (\$14.43 per employee/pay period)

Services included relate to the administration and processing of weekly or bi-weekly payroll information, check printing and distribution, remittance of state and federal taxes, set-up and remittance of garnishments, calculation and monitoring of accrued vacation and sick balances, issuance of W-2's and other activities to help ensure compliance with state and federal laws. This component also includes the maintenance and reconciliation of the payroll bank account, new employee set-up and maintenance of employee payroll records and information.

Additional support aids in the administration of all employee related matters, including but not limited to the coordination of employee background checks and drug testing, EEOC reporting, employment eligibility verification under the Immigration and Naturalization Act (Form I-9 collection and monitoring), E-Verify, legislative compliance, Spanish translation assistance and other employee-related issues. This allocation also includes the administration and assistance with recruitment, job postings, investigations, training, benefits claims resolution, reconciliations, unemployment claims, verification of employment and employee recognition.

Human Resources Compliance and Training (\$417.28 per month / per 18 holes) Troon's elaborate human resources support revolves around the production and presentation of compliance materials for standards implementation, guest services, safety (including OSHA compliance), harassment prevention, CPR, first aid, employee retention and other relevant programs. A robust training program is available consisting of the following training services:



- New Hire Orientation
- Manager and Leadership Training
- F&B Training Support
- Jonas Club Software
- Technical/Skills Development
- FLSA Categorization/Review
- 24-Hour Employee Hotline
- Employee Evaluations

Technology Support (\$431.97 per month / per 18 holes)

Troon's Technology Team provides a suite of turnkey services that benefit our clubs from a technology, security and compliance perspective. Technology Oversight includes responsibility for service delivery, Troon enterprise applications, engineering services and security & compliance. Each property is also assigned a technology manager, who provides oversight of facility technology needs relating to project management, budgeting, vendor management, procurement and preferred partner pricing. When applicable, Troon's Technology Team also connects our clients with third party technology partners to provide end user and vendor support services for additional preferred costs.

Controls and Compliance (\$289.43 per month / per 18 holes)

Services included within this component are performed by our centralized internal audit function. Internal audit personnel from the company's centralized accounting group perform periodic audits of Troon facilities. Based upon the results of the audit, the facility receives recommendations for new standard policies and improved internal control enhancements related to operational and accounting processes. Additional services include a periodic review of financial performance, benchmarking analysis, periodic communications related to best practices and access to Troon's proprietary financial templates.

Employee Theft & Fraud Insurance (\$119.05 per month / per 18 holes)

This centralized service represents the cost of insurance premiums related to Employee Theft Insurance, which provides coverage against employee fraud and theft with no deductible.

SHARED SERVICES - INCLUDED IN BASE MANAGEMENT FEES

Sales & Marketing Services for Daily Fee (Included in Base Management Fee)

Troon provides cooperative sales and marketing services, including oversight of system-wide activities for daily fee facilities. Key services include marketing, sales, revenue management, public relations, social media and direct selling for the collection of all Troon Facilities. This includes the opportunity to leverage Troon's programs, standards, databases and more to benefit the facility. The charge for these services is generally included as a line item within the facility's sales and marketing department.

Shared Accounting – Daily Fee (Included in Base Management Fee)

Shared Accounting is Troon's centralized property accounting service offering, which can be opted for in lieu of utilizing an onsite property Controller or Accountant. Troon provides our managed facilities with a cost effective and reliable option to manage their day-to-day accounting operations, which



includes day-to-day accounting transaction processing, accounts payable management, and facilitation of the complete month-end close process culminated by the issuance of the final financial statement package. In cases where applicable, it is necessary to have personnel onsite to handle the Accounts Receivable/Membership function. Processes related to maintaining Receivables and Memberships are not currently included in our services. Our standard processes are designed with suitable internal controls and proper segregation of duties to ensure our customers' assets are fully safeguarded. The Shared Accounting team takes care of contingency planning for our clubs as it relates to the financial reporting. The team-based approach provides for multiple layers of oversight and boasts a system designed with highly effective internal controls, as well as offering a number of resources that possess the necessary technical expertise to solve any issue presented.

SUMMARY OF FEES

OPTION 1: Full Facility Management – Including Food and Beverage

Troon would earn a monthly base management fee of Eight thousand five hundred dollars (\$8,500) for management of Golf Course including Food & Beverage Operations, or \$102,000 in Year 1, plus Centralized Services of \$17,712.24 for a total of \$119,712.24.

OPTION 2: Golf Facility Management – Not Including Food and Beverage

Troon would earn a management fee of Seven thousand five hundred dollars (\$7,500) for management of Golf Course Operations not including Food & Beverage Operations, or \$90,000 in Year 1, plus Centralized Services of \$17,712.24 for a total of \$107,712.24.





CITY COUNCIL

AGENDA REPORT

То:	Mayor and City Council
From:	City Manager
Meeting Date:	December 12, 2023
Subject:	APPROVE AN AGREEMENT WITH LIBERTY UTILITIES TO LEASE 500-ACRE FEET OF WATER RIGHTS ANNUALLY FOR THREE (3) YEARS

Recommendation:

- 1. Approve a Groundwater Pumping Water Rights License and Agreement, with "flex rights" (transfers both the pumping right and associated carryover rights to the lessee) with Liberty Utilities, to lease 500 acre-feet (AF) of unused water rights from fiscal years (FY) 2023-2026 Allowable Pumping Allocation;
- 2. Increase the budget for Pico Rivera Water Authority (PRWA) Fund revenue (Account No. 550.00.0000-43250) by \$42,500 for fiscal year 2023-2024; and
- 3. Authorize the City Manager to execute a lease agreement in a form approved by the City Attorney.

Fiscal Impact:

The lease agreement will generate revenue in the amount of \$127,500 over the three (3) year term (\$42,500 per year), as summarized below. Revenues generated through this lease can be used for self-sustaining efforts and infrastructure improvements such as smart meters, portable generators, tank resurfacing and other infrastructure projects.

Lease	Year	Rate (\$AF)	Revenue		
500-acre feet (AF)	2023-24	\$85	\$42,500		
	2024-25	\$85	\$42,500		
	2025-26	\$85	\$42,500		
Total Revenue			\$127,500		

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 APPROVE AN AGREEMENT WITH LIBERTY UTILITIES TO LEASE 500-ACRE FEET OF WATER RIGHTS ANNUALLY FOR THREE (3) YEARS Page 2 of 2

Discussion:

On October 24, 2023, the Pico Rivera Water Authority Board authorized and approved a lease agreement with Liberty Utilities and on November 14, 2023, WRD rejected the lease agreement stating that the water rights are owned by the City of Pico Rivera, not PRWA, therefore the lease agreement will need to be between the City of Pico Rivera and Liberty Utilities. The lease agreement has now been revised to reflect the parties: City of Pico Rivera and Liberty Utilities.

On August 21, 2023, PRWA staff contacted all water purveyors within the Central Basin Municipal Water District with a Letter of Intent to lease 1,000 AF of water rights for FY 2023-2026. On August 25, 2023, the Pico Rivera Water Authority staff received one request from Liberty Utilities (Liberty). Liberty requested to lease 500 AF of water rights with flex for the 2023-2026 fiscal years. As part of the lease agreement, Liberty will pay the lease amount of \$85 per AF and for the replenishment assessment for the leased water rights once water is extracted to WRD.

Conclusion:

Staff recommends execution of the lease agreement with Liberty Utilities in the amount of \$85 AF, with a generated revenue of \$127,500 for the next three (3) years. The recommended lease agreement does not affect the permanent water rights of the Pico Rivera Water Authority. The agreement has been revised and is now between the City of Pico Rivera and Liberty Utilities. Therefore, the PRWA recommends re-authorizing the City Manager to execute a lease agreement in a form approved by the City Attorney.

Steve Carmona

SC:NN:AR:II

Enclosure: 1) Water Rights License and Agreement

AGREEMENT NO.

WATER RIGHT LICENSE AND AGREEMENT

For a valuable consideration, **CITY OF PICO RIVERA** (Licensor) hereby grants to **LIBERTY UTILITIES**, (**PARK Water**) (Licensee): a license to extract 500 acre-feet of Licensor's Allowed Pumping Allocation allocated to Licensor (or predecessors in interest) under and pursuant to Judgment dated October 11, 1965, and entered in Los Angeles Superior Court Case No. 786,656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al." during the period commencing July 1, 2023 and continuing to and including June 30, 2026.

Licensor and Licensee (referred to herein individually as "Party" and jointly as "Parties") agree that this License is granted subject to the following conditions:

- 1. Licensee shall exercise said License and extract the same on behalf of Licensor during the above-referenced Term and put the same to beneficial use.
- 2. Licensee shall not, by the exercise of any right granted under of this License, acquire any right to extract water independent of the rights of Licensor.
- 3. Licensee shall pay assessments levied on the pumping of said ground waters by the Water Replenishment District of Southern California (District).
- 4. Licensee shall notify the District Watermaster that said pumping was done pursuant to this license and provide the District with a copy of this signed document.
- 5. Licensee shall note, in any recording of water production for the period of agreement, that said pumping was done pursuant to this license.
- 6. Licensee's Allowed Pumping Allocation shall be increased by the amount hereby licensed when computing carryover or allowable overextraction as provided by Part 111, Subpart A and B in said Judgment.
- 7. Licensor warrants that it has 500 acre-feet of Allowed Pumping Allocation and that it has not pumped and will not pump or permit or license any other person to pump any part of said 500 acre-feet during the term of this License.
- 8. Licensee shall not assign the rights and obligations granted by this License.
- 9. Licensor and Licensee have cooperated in the drafting and preparation of this License. Therefore, this License shall not be construed against any Party on the basis such Party drafted this License or any provision within it.

Water Right and License Agreement LIBERTY UTILITIES Page 2 of 2

- 10. This License shall be interpreted and construed according to the laws of the State of California and venue shall be in a court of competent jurisdiction located in the County of Los Angeles, State of California.
- 11. Waiver by any Party hereto of any term, condition or covenant of this License shall not constitute the waiver of any other term, condition or covenant hereof.
- 12. If any section, subsection, sentence, clause or phrases of this License, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the License shall not be affected thereby and may be enforced by the Parties to this License.
- 13.As consideration for the Licensee's Allowed Pumping Allocation and the rights granted herein, the Parties agree that Licensee's shall compensate Licensor in accordance with the Licensee's proposal ("License Fee") attached hereto as Exhibit A, which is incorporated by reference into this License.
- 14. This License, including any attached Exhibits contain the entire understanding between the Parties. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this License shall be effective only if in writing and signed by each party.

Dated:

LICENSOR: CITY OF PICO RIVERA LICENSEE: LIBERTY UTILITIES (PARK WATER) CORP.

Steve Carmona, City Manager

Edward Jackson, President California

Attest: _____ Cynthia Ayala, CMC, City Clerk

Approved:

Arnold M. Alverez-Glasman, City Attorney

EXHIBIT A



August 25, 2023

Noe Negrete, P.E. Public Works Director City of Pico Rivera 6615 Passons Blvd. Pico Rivera, CA 90660

RE: BID FOR LEASE OUT GROUNDWATER PRODUCTION RIGHTS FOR FISCAL YEARS 2023-2026

Dear Mr. Negrete:

Liberty Utilities respectfully submits a bid for the Pico Rivera Water Authorities water rights lease of 500 Acre Feet with Flex for fiscal years 2023-2026. Please see table below.

Fiscal Year	Fiscal Year Acre Feet W/Flex (AF)		e Foot	Tota	Total			
2023-2024	500	\$	85.00	\$	42,500.00			
2024-2025	500	\$	85.00	\$	42,500.00			
2025-2026	500	\$	85.00	\$	42,500.00			
				\$	127,500.00			

Please feel free to contact me with any questions.

Sincerely,

Gabriel Gomez Manager, Operations



City of Pico Rivera PUBLIC WORKS DEPARTMENT

6615 Passons Boulevard · Pico Rivera, California 90660 (562) 801-4421

City Council

Erik Lutz Mayor Andrew C. Lara Mayor Pro Tem Gustavo V. Camacho Councilmember John R. Garcia Councilmember Dr. Monica Sanchez Councilmember

Noe Negrete Director

August 21, 2023

Via Electronic Mail

ATTENTION: WATER PURVEYORS

SUBJECT: LETTER OF INTENT TO LEASE OUT GROUNDWATER PRODUCTION RIGHTS FOR FISCAL YEARS 2023-2026

Dear Water Purveyors:

The Pico Rivera Water Authority (PRWA) is informing all water purveyors within the Central Basin of its interest to lease out 1,000 Acre-Feet of groundwater production for Fiscal Years 2023-2026. PRWA is requesting that only interested parties with the intent to lease 1,000 Acre-Feet submit letters of interest by September 19, 2023, accompanied by a sealed envelope containing the proposed dollar amount per acre-foot of water leased.

Please mail letter of intent and sealed envelopes containing proposed amounts to:

Noe Negrete, P.E. Public Works Director City of Pico Rivera 6615 Passons Boulevard P.O. Box 1016 Pico Rivera, CA 90660-1016 nnegrete@pico-rivera.org

If you have any questions, please contact Utilities Superintendent, Adrian Rodriguez at (562) 801-4462 or by email at adrian.rodriguez@pico-rivera.org.

Best regards, Mar New

Noe Negrete, P.E. Public Works Director



CITY COUNCIL

AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: December 12, 2023

Subject: APPROVE A MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR WASHINGTON BOULEVARD BRIDGE RECONSTRUCTION PROJECT, CIP NO. 21285

Recommendation:

- Approve a Memorandum of Understanding (MOU) with Los Angeles County Metropolitan Transportation Authority (Metro), in a form approved by the City Attorney, in the amount of \$3,739,267 in Metro's Measure M Multi-Year Subregional Program (MSP) - I-605 Corridor Hot Spot Interchange Improvements Multi-Modal (Hot Spot) Program for the Washington Boulevard Bridge Reconstruction Project, CIP No. 21285;
- 2. Accept grant funds in the amount of \$3,739,267 from the Metro Measure M MSP Funds;
- Amend the fiscal year (FY) 2023-24 Adopted Budget by increasing \$527,767 in Revenue Account No. 208.00.0000-45776-CIP.21285 (Measure M Fund – Grant Program); and
- 4. Amend the FY 2024-25 approved budget by increasing \$11,500 in Revenue Account No. 208.00.0000-45776-CIP.21285 (Measure M Fund Grant Program), as an estimated amount of \$3,200,000 had been initially budgeted.

Fiscal Impact:

The Washington Boulevard Bridge Reconstruction Project, CIP No. 21285 will receive a total amount of \$3,739,267 from Metro's Measure M MSP I-605 Hot Spot Program. Budget amendments of \$527,767 to the Revenue Account No. 208.00.0000-45776-CIP. 21285 for the FY 2023-24 Adopted Budget and \$11,500 to the same account for the FY 2024-25 approved budget are necessary to appropriately account for the anticipated

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 APPROVE A MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR WASHINGTON BOULEVARD BRIDGE RECONSTRUCTION PROJECT, CIP No. 21285 Page 2 of 3

grant revenues. The related CIP appropriations have been budgeted in anticipation of the grant and, therefore, require no adjustments. There is no fiscal impact to the General Fund.

Discussion:

In 2019, Metro Board of Directors approved Gateway Cities Subregion's MSP Five-Year Plan and programmed funds in the I-605 Corridor Hot Spot Interchange Improvements Program. The program's goals are to provide high-quality mobility options that alleviate operational deficiencies and improve mobility and capacity of existing roadways or intersections within the I-605 corridor.

In 2021, the City submitted a request for funding for the Washington Boulevard Bridge Reconstruction Project from Metro's Round 2 MSP Hot Spot Program through the Gateway Cities SR-91/I-605/I-405 Technical Advisory Committee.

On June 15, 2022, Metro Board of Directors approved funding to the City of Pico Rivera in the amount total amount of \$3,739,267 in Metro Measure M MSP Hot Spot Program funds for design and construction of the Washington Boulevard Bridge Reconstruction Project. Approximately \$527,767 was appropriated for FY 2023-24, and \$3,211,500 for FY 2024-25.

This Project is located from the intersection of South Bluff Road and Washington Boulevard to approximately 600 feet east of the Rio Hondo Channel. The intent of the proposed project is to replace an existing 6-lane bridge (Bridge. No. 53C-0471) with a new 6-lane structure over Rio Hondo Channel, without enhancement in traffic capacity. Additional features include ADA-compliant sidewalks, shoulders, and a center median. Reconstruction of the east bridge abutment and raising of the bridge grade to mitigate the hydraulic requirements will require modification of the existing Service Road along the east bank of the channel.

The project is currently in the environmental documentation and design phase, and the anticipated project schedule is as a follows:

- Environmental Clearance...... Summer 2025
- Award Construction..... Summer 2028
- Complete Construction..... Summer 2030

Conclusion:

Staff recommends approval of the MOU with Metro in the amount of \$3,739,267 for design and construction funding for the Washington Boulevard Bridge Reconstruction

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 APPROVE A MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR WASHINGTON BOULEVARD BRIDGE RECONSTRUCTION PROJECT, CIP No. 21285 Page 3 of 3

Project, CIP No. 21285 and an amendment to the FY 2024-25 Budget of \$3,211,500 in Measure M MSP to appropriate the remainder of the grant funds.

Steve Carmona

SC:NN:GE:MPC:II

Enclosure: 1) Metro Funding Agreement No. 920000000MM55910

Project ID#: MM5509.10 FA# 920000000MM55910

MEASURE M FUNDING AGREEMENT MULTI-YEAR SUBREGIONAL PROGRAMS

This Funding Agreement ("FA") is made and entered into effective as of July 1, 2023 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Pico Rivera ("GRANTEE") for Washington Boulevard Bridge Reconstruction Project LACMTA Project ID# MM5509.10 and FTIP# LA0G1106 (the "Project"). This Project is eligible for funding under Line 61 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

WHEREAS, the funding set forth herein is intended to fund Plans, Specifications and Estimates (PS&E) and Construction of the Project.

WHEREAS, the LACMTA Board, at its June 23, 2022 meeting, programmed \$3,739,267, in Measure M Funds to GRANTEE for Plans, Specifications, and Estimates (PS&E) and Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$527,767 in Measure M Funds in Fiscal Years 2023-24 (FY) and \$3,211,500 in Measure M Funds in FY 2024-25. The total designated for Plans, Specifications, and Estimates (PS&E) and Construction of the Washington Boulevard Bridge Reconstruction Project is \$3,739,267.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

- 1. Part I Specific Terms of the FA
- 2. Part II General Terms of the FA
- 3. <u>Attachment A</u> Project Funding
- 4. <u>Attachment B</u> Expenditure Plan- Cost & Cash Flow Budget
- 5. <u>Attachment C</u> Scope of Work
- 6. <u>Attachment D</u> Project Reporting and Expenditure Guidelines
- 7. <u>Attachment D-1</u> Intentionally omitted
- 8. <u>Attachment D-2</u> Quarterly Progress/Expenditure Report
- 9. <u>Attachment E</u> Federal Transportation Improvement Program (FTIP) Sheet
- 10. <u>Attachment F</u> Bond Requirements
- 11. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Date: _____

Stephanie N. Wiggins Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel By: ____ Deputy

Date: ______

GRANTEE:

CITY OF PICO RIVERA

By: _____

Erik Lutz Mayor

APPROVED AS TO FORM:

By: ______ Arnold M. Alvarez-Glasman City Attorney

Date: _____

Date: _____

<u>PART I</u> <u>SPECIFIC TERMS OF THE FA</u>

1. Title of the Project (the "Project"): Washington Boulevard Bridge Reconstruction Project– Plans, Specifications and Estimates (PS&E) and Construction of the Project. LACMTA Project ID# MM5509.10, FTIP# LA0G1106.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of Measure M Funds.

2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of \$3,739,267 (the "Funds") for the Project. LACMTA Board of Directors' action of June 23, 2022 granted the Measure M Funds for the Project. The Funds are programmed over two years for Fiscal Years (FY) 2023-24 and FY 2024-25.

3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, <u>Attachment B</u> shall be replaced with the new <u>Attachment B</u> setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with <u>Attachment B</u> as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the

Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if the Project is a capital project. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE's ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/Expenditure Report is attached to this FA as <u>Attachment D-2</u> in accordance with <u>Attachment D</u> – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <u>https://programmetro.ecointeractive.com/secure2/login.asp</u>. All projects that receive funding through Measure M must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested

by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012 Attention: Celine Chen LACMTA Project Manager Mail Stop: 99-18-02 Phone: (213) 922-2088 Email: ChenCe@metro.net

14. GRANTEE's Address:

City of Pico Rivera 6615 Passons Boulevard Pico Rivera, CA 90660 Gene N. Edwards, PE Phone: 562-801-4225 Email: gedwards@pico-rivera.org

<u>PART II</u> <u>GENERAL TERMS OF THE FA</u>

1. <u>TERM</u>

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (<u>Attachment D</u>), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. <u>SUSPENSION OR TERMINATION</u>

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. <u>INVOICE BY GRANTEE</u>

Unless otherwise stated in this FA, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to: ACCOUNTSPAYABLE@METRO.NET (preferable) or mail to: Los Angeles County Metropolitan Transportation Authority Accounts Payable P. O. Box 512296 Los Angeles, CA 90051-0296 All invoice material must contain the following information: Re: LACMTA Project ID# MM5509.10 and FA# 920000000MM550910 LACMTA Project Manager Celine Chen; Mail Stop 99-18-02

4. <u>USE OF FUNDS</u>

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

4.2 <u>Attachment C</u> shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in <u>Attachment C</u>.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (<u>Attachment C</u>) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through ongoing Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. Attachment G, the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to <u>www.laconnect-it.com</u> to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see

http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Pa rking%20Policy.pdf

5. <u>REIMBURSEMENT OF FUNDS</u>

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. <u>REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS</u>

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, preaward audits, performance audits and final audits. LACMTA will commence a final audit within six (6) months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 6, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service (IRS), as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. <u>GRANT</u>

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. <u>SOURCES AND DISPOSITION OF FUNDS</u>

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (<u>Attachment A</u>), towards the cost of the Project. If the Funds identified in <u>Attachment A</u> are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. <u>TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS</u>

- 9.1 GRANTEE must demonstrate timely use of the Funds by:
 - (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the

first Fiscal Year in which the Funds are programmed, whichever date is later; and

- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
- (iii) Expending Right-of-Way costs (including by deposit into a condemnation action) by the end of the second (2nd) fiscal year following the year the Funds were first programmed; and
- (iv) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (v) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in <u>Attachment C</u> of this FA; and
- (vi) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (vii) Expending the Funds granted under this FA for allowable costs within three years or 36 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2023-24 are subject to lapse by June 30, 2026. All Funds programmed for FY 2024-25 are subject to lapse by June 30, 2027.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. <u>DEFAULT</u>

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. <u>REMEDIES</u>

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. <u>COMMUNICATIONS</u>

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at <u>http://metro.net/partners-civic</u>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project rightof-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

Neither LACMTA nor any officer or employee thereof shall be 13.4 responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto

shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A - PROJECT FUNDING

Measure M MSP - I-605 Corridor "Hot Spot" Interchange Improvements Multi-Modal Program - Funding Agreement Projects -FA#: 920000000M550910

Project Title: Washington Boulevard Bridge Replacement Project – Federal ID BRLS-5351(040) Project ID#: MM5509.10

SOURCES OF FUNDS	Prior Years	FY2021-22	FY2022-23	F	Y2023-24	FY2024-25	FY2025-26	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING				\$	527,767	\$ 3,211,500			
MEASURE M MSP FUNDS				\$	527,767	\$ 3,211,500		\$ 3,739,267	
SUM PROG LACMTA FUNDS				\$	527,767	\$ 3,211,500		\$ 3,739,267	11%
			-						-
OTHER NON LACMTA FUNDING:									
LOCAL: PROP C FUNDS				\$	14,175	\$ 238,000		\$ 252,175	1%
STATE:									0%
FEDERAL: HBP FUNDS				\$	4,072,823	\$ 24,787,072		\$ 28,859,895	88%
PRIVATE OR OTHER:									0%
SUM NON-LACMTA FUNDS	\$-	\$ -	\$-	\$	4,086,998	\$ 25,025,072		\$ 29,112,070	89%
TOTAL PROJECT FUNDS	\$-	\$-	\$-	\$	4,614,765	\$ 28,236,572		\$ 32,851,337	100%

PROGRAMMED BUDGET - SOURCES OF FUNDS

Note: The total project funding is \$33,382,000. \$530,664 in Local Prop C and Federal HBP funds are not displayed in this table as they are funds used for project development prior to FY24 before the PS&E phase. This Funding Agreement only covers Measure M MSP funds administered by Metro for PS&E and construction phases.

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP I-605 Corridor "Hot Spot" Interchange Improvements Multi-Modal Program - Funding Agreement Projects - FA# 920000000M550910 Project Title: Washington Boulevard Bridge Replacement Project – Federal ID BRLS-5351(040) Project#: MM5509.10

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:		¥		••	••••	•	••••		
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									0.00
Environmental									0.00
Design and PS&E									0.00
Right-of-Way Acquisition									0.00
Construction									0.00
Vehicle Purchase									0.00
Others									0.00
Total MEASURE M	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
SUM PROG LACMTA FUNDS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER NON LACMTA FUNDING:									
LOCAL PROP C FUNDS:									
Planning Activities/Prog Dev									0.00
Environmental						19,499.50	14,337.50	14,337,50	48,174.50
Design and PS&E						17,477.50	14,557.50	14,557.50	0.00
Right-of-Way Acquisition									0.00
Construction									0.00
Vehicle Purchase									0.00
Others									0.00
Total LOCAL	0.00	0.00	0.00	0.00	0.00	19,499.50	14,337.50	14,337.50	48,174.50
FEDERAL HBP FUNDS:									
Planning Activities/Prog Dev	39,839.00	73,775.00	73,775.00	73,775.00					261,164.00
Environmental	23,033.00	73,775.00	73,775.00	73,775.00					221,325.00
Design and PS&E		,,,	,,,,=:00	,, , =					0.00
Right-of-Way Acquisition									0.00
Construction									0.00
Vehicle Purchase									0.00
Others									0.00
Total FEDERAL	39,839.00	147,550.00	147,550.00	147,550.00	0.00	0.00	0.00	0.00	482,489.00
SUM NON-LACMTA FUNDS :	39,839.00	147,550.00	147,550.00	147,550.00	0.00	19,499.50	14,337.50	14,337.50	530,663.50
PROJECT FUNDING									
FY2021-22 and FY2022-23	39,839.00 FY 2023-24	147,550.00 FY 2023-24	147,550.00 FY 2023-24	147,550.00 FY 2023-24	0.00 FY 2024-25	19,499.50 FY 2024-25	14,337.50 FY 2024-25	14,337.50 FY 2024-25	530,663.50 TOTAL
SOURCES OF FUNDS	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	BUDGET
LACMTA PROGRAMMED FUNDS:	N	N	\$	V	x	x	x	4	
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									0.00
Environmental									0.00
Design and PS&E	131,919.25	131,919.25	131,919.25	132,009.25					527,767.00
Right-of-Way Acquisition	191,919.23	191,919.25	101,010120	192,009,25					0.00
Construction					802,875.00	802,875.00	802,875.00	802,875.00	3,211,500.00
Vehicle Purchase					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		0.00
Others									0.00
Total MEASURE M	131,919.25	131,919.25	131,919.25	132,009.25	802,875.00	802,875.00	802,875.00	802,875.00	3,739,267.00
SUM PROG LACMTA FUNDS:	131,919.25	131,919.25	131,919.25	132,009.25	802,875.00	802,875.00	802,875.00	802,875.00	3,739,267.00
OTHER NON LACMTA FUNDING:									
LOCAL PROP C FUNDS:									
Planning Activities/Prog Dev									0.00
Environmental	14,174.50								14,174.50
Design and PS&E									0.00
Right-of-Way Acquisition					238,000.00				238,000.00
Construction									0.00
Vehicle Purchase									0.00
Others									0.00
Total LOCAL	14,174.50	0.00	0.00	0.00	238,000.00	0.00	0.00	0.00	252,174.50
FEDERAL HBP FUNDS:									
Planning Activities/Prog Dev									0.00
Environmental									0.00
Design and PS&E			1,115,699.50	1,115,699.50					2,231,399.00
Right-of-Way Acquisition			920,712.00	920,712.00					1,841,424.00
Construction					6,196,768.00	6,196,768.00	6,196,768.00	6,196,768.00	24,787,072.00
Vehicle Purchase									0.00
Others									0.00
Total FEDERAL		0.00	2,036,411.50	2,036,411.50	6,196,768.00				28,859,895.00
SUM NON-LACMTA FUNDS : PROJECT FUNDING	14,174.50	0.00	2,036,411.50	2,036,411.50	6,434,768.00		6,196,768.00		29,112,069.50
FY2023-24 and FY2024 -25	146,093.75	131,919.25	2,168,330.75	2,168,420.75	7,237,643.00	6,999,643.00	6,999,643.00	6,999,643.00	32,851,336.50
		*****	*****		*****	*****	*****	*****	88888
TOTAL LACMTA FUNDS	131,919.25	131,919.25	131,919.25	132,009.25	802,875.00	802,875.00	802,875.00		3,739,267.00
IOTAL LAGMIA FUNDS				132,009.25					
TOTAL NON-LACMTA FUNDS	54,013.50 185,932.75	147,550.00 279,469.25	2,183,961.50 2,315,880.75	2,183,961.50 2,315,970.75	6,434,768.00 7,237,643.00	6,216,267.50 7,019,142.50	6,211,105.50 7,013,980.50	6,211,105.50 7,013,980.50	29,642,733.00 33,382,000.00

Note: The total project funding is \$33,382,000. \$530,664 in Local Prop C and Federal HBP funds are not displayed in Attachment A - Project Funding as they are funds used for project development prior to FY24 before the PS&E phase. This Funding Agreement only covers Measure M MSP funds administered by Metro for PS&E and construction phases.

ATTACHMENT C SCOPE OF WORK CAPITAL PROJECT

PROJECT NAME:

Washington Boulevard Bridge Replacement Project – Federal ID BRLS-5351(040)

PROJECT LOCATION/LIMITS/AREA:

The project is located at Bridge No. 53C0471 - Washington Boulevard over Rio Hondo River Bridge in the City of Pico Rivers, in the Los Angeles County area.

This project replaces the existing bridge located over the Rio Hondo River, between Paramount Boulevard, in the City of Pico Rivera, and Bluff Road, in the City of Montebello.

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

The scope of work includes demolition of the existing 6-lane superstructure and piers, and construction of a new 6-lane bridge on new concrete piers and foundations within its existing right-of-way. The design of the bridge includes increasing capacity to accommodate Class II bicycle lanes, one in each direction.

The Washington Boulevard Bridge over the Rio Hondo Channel was originally constructed in 1941, widened in 1966, and is currently classified as structurally deficient. This project replaces the existing 484-foot long, 6-lane wide bridge with a new 6-lane wide bridge. The existing 95-foot-wide bridge consists of 6 lanes (three 12-foot-wide lanes in each direction), 5-foot wide median, 5.5-foot-wide sidewalks in each direction having streetlight poles, and 3.5-foot-wide shoulders in each direction. Per minimum AASHTO Standards, replacement of the bridge will result in 6 lanes (three 12-foot-wide lanes in each direction), 12-foot wide median, 7.2-foot-wide sidewalks in each direction in each direction to accommodate the new bicycle lanes. The scope also includes widening the 750-foot east approach for transitioning to the new bridge width.

Proposed mobility elements include resurfacing pavement at approach portions of bike lanes for smooth surface free of cracks and potholes for bicyclist, "Bike lane" signs (MUTCD R3-17), dotted transition lane lines, stencil markings, low delineators, pavement paint with color to enhance visibility of the bike lanes, and bicycle warning signs or "Share the Road" signs in advance of merge/transition areas.

Bicycle lanes installed by this project will be extended along Washington Boulevard as part of future street improvement projects. The City's 2014 General Plan indicates a proposed Class III bike lane on Washington Boulevard throughout the city. A study will be conducted to determine the feasibility and cost of creating a Class II Bike Lane along Washington Boulevard, for a safer environment to bike in the region. Once completed, the City will evaluate funding options to install a Class II Bike Lane throughout Washington Boulevard within city limits, creating linkage from the Rio Hondo Bike Path to the San Gabriel River Bike Path.

PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY – PROP C FUNDS	FEDERAL – HIGHWAY BRIDGE PROGRAM	TOTAL
PAED	\$0	\$62,349	\$221,325	\$283,674
Design and PS&E	\$527,767	\$0	\$2,492,563	\$3,020,330
Right-of-Way	\$0	\$238,000	\$1,841,424	\$2,079,424
Construction	\$2,729,775	\$0	\$21,069,011	\$23,798,786
Construction	\$481,725	\$0	\$3,718,061	\$4,199,786
Management				
TOTAL BUDGET COST	\$3,739,267	\$300,349	\$29,342,384	\$33,382,000

ESTIMATED PROJECT COSTS:

ITEM DESCRIPTION	QUANTITY	UNIT*	UNIT COST	TOTAL COST
Design and PS&E	1	LS	\$3,303,004	\$3,303,004
Right-of-Way	1	LS	\$2,079,424	\$2,079,424
Construction	1	LS	\$23,798,786	\$23,798,786
Construction Management	1	LS	\$4,199,786	\$4,199,786
GRAND TOTAL				\$33,382,000

* estimated costs based on Federal Highway Bridge Application Exhibit 6A

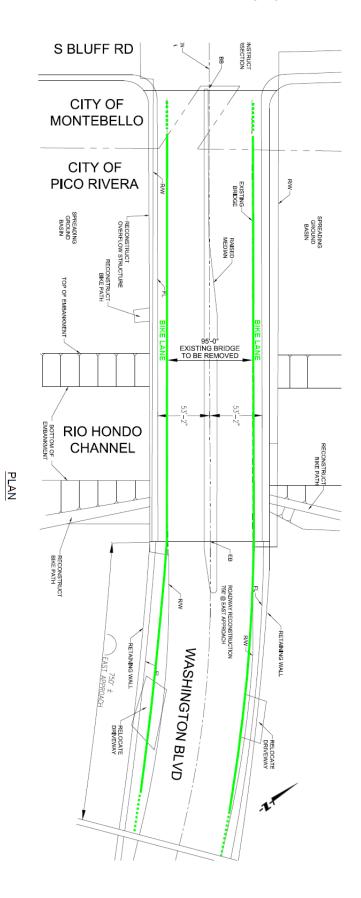
Note: The total project funding and cost tables are provided for project context and reference. This Funding Agreement only covers Measure M MSP funds administered by Metro for PS&E and construction phases.

PROJECT DETAILED SCHEDULE:

Milestones	Begin	End	Duration (months)
PS&E & Right-of-Way	7/22	7/24	24
RFA to Proceed with Construction	8/24	12/24	4
Bid & Award	1/25	5/25	4
Construction	6/25	10/27	28

FTIP #: LA0G1106 Subregion ID: Gateway Cities

PROJECT MAP:



FA ATTACHMENT D

PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (<u>Attachment D2</u>) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at <u>ACCOUNTSPAYABLE@METRO.NET</u> or by mail to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may <u>not</u> be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The draft Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	Report Due Date
July - September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

12.06.19

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) <u>is considered ineligible</u> and will not be reimbursed by the LACMTA unless <u>prior written authorization</u> has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless <u>written authorization</u> has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations.*
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA MEASURE M ATTACHMENT D-2

QUARTERLY PROGRESS/EXPENDITURE REPORT

Grantee To Complete					
Invoice #					
Invoice Date					
FA#	9200000000M550910				

920000000M550910

Quarterly Report #

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET or submit by mail to: Los Angeles County Metropolitan Transportation Authority Accounts Payable P. O. Box 512296

Los Angeles, California 90051-0296

Please note that letters or other forms of documentation may \underline{not} be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Measure M MSP Grant \$
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATI	ION		
PROJECT TITLE:	Washington Bouleva	rd Bridge Replacement P	roject
FA #:	9200000000M550910		
QUARTERLY REPORT SUBMITTED	D FOR:		
Fiscal Year :	2018-19 2021-22	2019-20 2022-23	2020-21 2023-24
Quarter :	Q1: Jul - Sep Q3: Jan - Mar	Q2: Oct - Dec Q4: Apr - Jun	
DATE SUBMITTED:			_
Measure M Multi-Year Subregional	Program Type:	I-605 Corridor "Hot	Spots" Interchange Improvements Program

LACMTA Project Manager	Name:	Celine Chen		
	Phone Number:	(213) 922-2088		
	E-mail:	ChenCe@metro.net		

	Contact Name:	
	Job Title:	
	Department:	
Grantee Contact / Project Manager	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2**ND **AND 3**RD **COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and recalculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in S	Actual Schedule		
-	Start Date	End Date	Start Date	End Date
Environmental				
Design				
Right-of-Way Acquisition				
Construction				
Vehicle Purchase				
Others				
Ground Breaking Event				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

No

On schedule per original FA schedule			ss than 12 months behind original schedule	
Between 12-24 months behind original schedule			re than 24 months behind original schedule	
B. Was the project design started within 6 months of the date originally stated in the FA?				
Yes	No	Not Applicable		
C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?				

Not Applicable

Yes

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4. ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
TOTAL		

Note:

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.

ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.

ACH Request Forms can be found at www.metro.net/callforprojects.

Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of

stated in this report is true and correct.

Signature

D	а	te

and that to the best of my knowledge and belief the information

Name

Title

Attachment E - FTIP

Los Angeles Metropolitan Transportation Authority 2023 Federal Transportation Improvement Program (\$000)

TIP ID LA0G1106	-		Implem	enting	g Agency	Pico Rive	era, City o	of	
Project Description: Bridge No. 53C0471 - Washington Bouleva with 6-lane bridge. Consistent with the HBP listing as of March		londo River E	Bridge - Replacir	ig exis	ting 6-lane br	ridge	Study:YI	TP Project #: 1AL04 ES Is Model: NO Mod Negrete - (562)801-24	
								LS GROUP#: ity Category: EXEMPT	- 93.126
System :Local Hwy Route : Postmile:	Distance:	Phase: E	nvironmental D	ocume	nt/Pre-Desigr	n Phase (PAI	ED)	Completion Date 12	2/31/2029
Lane # Extd: 6 Lane # Prop: 6 Imprv Desc: Replacing existing increasing capacity.	6-lane bridg	e with 6-lane	bridge	Air	Basin: SCAE		: DRAFT EN - 06/28/2024	IVIRONMENTAL IMPA 4	кст
Toll Rate: Toll Colc Loc: Toll Method: 0.00	Hov ac	s eg loc:			a: Los Angele ach-Santa Ar		Sub-Area:	Sub-Region: Gate COG	way Cities
Program Code: NCR36 - BRIDGE RESTORATION & REPLC	(NO LN ADE	0) Stop Loc:	0	C	CTIPS ID:		EA #:	PPNO:	
	PHASE	DDIOD	22/23 23/	24	24/25	25/26	26/27	27/28 BEYOND	PROG TOTAL
CITY - City Funds	PHASE	PRIOR \$62	22/23 23/	24	24/25	\$0	20/27	21/20 BETOND	\$62
	RW	\$02				\$239			\$239
	CON	\$0				\$0			\$0
	SUBTOTAL					\$239			\$301
HBRR-L - Bridge- Local	PE	\$483				\$2,233	\$0		\$2,714
	RW	\$0				\$1,841	\$0		\$1,841
	CON	\$0				\$0	\$24,787		\$24,787
	SUBTOTAL	\$483				\$4,072	\$24,787		\$29,342
MEASURE M MYSP (Multi Year Subregional Program)	PE			\$527	\$0				\$527
	RW			\$0	\$0				\$0
	CON			\$0	\$3,212				\$3,212
	SUBTOTAL	-		\$527	\$3,212				\$3.739
	TOTAL	\$545		\$527	\$3,212	\$4,311	\$24,787		\$33,382
	TOTAL PE:	\$3,303	TOTAL RW	\$2.08	30 T	TOTAL CON:	\$27,999	TOTAL PROGRAMM	IED: \$33,382
General Comment: Project no longer has bridge widening. Bridge is repla Modeling Comment: TCM Comment: Amendment Comment:	acement only.								
- CMP Comment: - Narrative:									
- wanauve.			_						
Last Revised Amendment 23-26 - CTC PENDING			Change rea	son:S	COPE CHA	ANGE		Total Project Cos	t \$33,382

Note: The total project funding is \$33,382,000. \$530,664 in Local Prop C and Federal HBP funds are not displayed in Attachment A - Project Funding as they are funds used for project development prior to FY24 before the PS&E phase. This Funding Agreement only covers Measure M MSP funds administered by Metro for PS&E and construction phases.

ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.



CITY COUNCIL

- From: City Manager
- Meeting Date: December 12, 2023

Subject: CITYWIDE RESURFACING – OVERLAY AND RECONSTRUCTION PROJECT (CIP NO. 50048) – NOTICE OF COMPLETION

Recommendation:

- Accept the work as completed for the Citywide Resurfacing Overlay and Reconstruction Project (CIP No. 50048) constructed by R.J. Noble Company and authorize the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder; and
- 2. Authorize the City Manager or his designee to release the retention payment to R.J. Noble Company following the mandatory waiting period from the date the Notice of Completion is recorded.

Fiscal Impact:

Funding for CIP No. 50048 in the amount of \$11,330,000 was appropriated as part of the fiscal year (FY) 2021-2022 Adopted Budget. On August 23, 2022, the City Council approved an amendment to the FY 2022-23 Adopted Budget by transferring \$585,000 in COP Funds (Fund 305) from CIP No. 50048 to the Overlay Improvements on Whittier Blvd (CIP No. 21346). On June 27, 2023, the City Council approved another transfer of \$700,000 in COP Funds (Fund 305) from CIP No. 50048 to the Regional Bikeway Project (CIP No. 21280), leaving a total budget of \$10,045,000 for CIP No. 50048. The project was completed for an approximate total cost of \$8,299,801. The unused balance of approximately \$1,745,199 will be unencumbered and made available for future capital projects.

Discussion:

This project included street resurfacing by grinding the existing pavement surfaces and placing a new asphalt overlay, a treatment that restores failing pavement to good condition thereby prolonging the service life of existing pavement. The project also includes reconstruction where poor pavement and/or the subgrade has degraded to the extent that resurfacing would not be effective. In these instances, complete removal and reconstruction of the entire depth of street pavement and portions of the subgrade was necessary. The scope also included replacement of damaged curbs and gutters, and reconstruction of cross gutters prone to local flooding. New striping using thermoplastic

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 CITYWIDE RESURFACING – OVERLAY AND RECONSTRUCTION PROJECT (CIP NO. 50048) – NOTICE OF COMPLETION Page 2 of 2

was installed on top of new roadway surfaces. Regulatory and warning signs were upgraded throughout the project limits, as needed.

On January 25, 2022, the City Council awarded a construction contract to R.J. Noble Company in the amount of \$8,815,145 and authorized \$881,515, (approximately 10% of the total contract amount), for construction contingency, as needed. The project was successfully completed on September 21, 2023, in accordance with the specifications, and within schedule and budget. The final cost for construction completed by R.J. Noble Company, after adjustments for final quantities, is \$7,501,014.

The table below summarizes the total project budget and expenditures:

Project Funding	Budget
305.70.7300.54500-50048 (COP)	\$9,245,000
202.70.7300.54500-50048 (SB1)	\$800,000
Total Project Budget:	\$10,045,000

Project Expenditures	Cost
Design	\$518,340
Public Outreach Support	\$26,708
Construction Contract (actual quantities)	\$7,312,542
Construction Change Order No. 1	\$188,472
Construction Management and Inspection	\$237,683
Project Administration	\$16,056
Total Project Expenditures	\$8,299,801

Conclusion:

The project was delivered within budget for an approximate total cost of \$8,299,801, which includes design, public outreach, construction, construction management, inspection services, and project administration. The unspent project funds, approximately \$1,745,199, will be unencumbered for future capital projects. Staff recommends accepting the project as complete, filing a Notice of Completion with the Los Angeles County Registrar-Recorder's Office, and releasing the retention payment to R.J. Noble Company following the statutory waiting period from the date the Notice of Completion is recorded.

Steve Carmona

SC:NN:GE:II



CITY COUNCIL

AGENDA REPORT

То:	Mayor and City Council
From:	City Manager
Meeting Date:	December 12, 2023
Subject:	ADA CITY HALL / CITY HALL WEST PROJECT (CIP NO. 50035 AND 50073) – NOTICE OF COMPLETION

Recommendation:

- Accept the work as completed for the ADA City Hall / City Hall West Project, (CIP Nos. 50035 and 50073) constructed by Empire Design & Build LLC (Empire) and authorize the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder; and
- 2. Authorize the City Manager or his designee to release the retention payment to Empire following the mandatory waiting period from the date the Notice of Completion is recorded.

Fiscal Impact:

Funding for CIP Nos. 50035 and 50073 in the amount of \$1,118,840 was appropriated in Community Development Block Grant Funds (CDBG Fund 280, Account No. 280.70.7300-54500-CIP.50073) and \$220,000 in Public Image Enhancement Funds (PIE Fund 220 – 220.70.7300-54500-CIP.50073), for a total project budget of \$1,338,840. The project was completed for an approximate total cost of \$1,181,577. The unused balance in both funds totaling approximately \$157,263 will be unencumbered and made available for future capital projects.

Discussion:

The project included Americans with Disabilities Act (ADA) improvements of both the City Hall and City Hall West public lobbies and restrooms for ADA Compliance, including reconstruction of counters, plumbing, interior finishes, electrical and HVAC modifications, doors, flooring, ceilings, millwork, ADA railings, signage, sidewalks, and parking lot improvements. CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 ADA CITY HALL / CITY HALL WEST PROJECT (CIP NOS. 50035 AND 50073) – NOTICE OF COMPLETION Page 2 of 2

On September 12, 2022, the City Council awarded a construction contract to Empire in the amount of \$596,900 and authorized \$89,535 for construction contingency, as needed. As shown in the table below, actual constructed quantities total \$496,810 and the City issued three (3) change orders totaling \$261,968. Allowing for these amendments to the contract, the project was successfully completed on October 11, 2023, within budget, and in accordance with the specifications. The final cost for construction completed by Empire is \$758,778.

The table below summarizes the total project budget and expenditures:

Project Funding	Budget
280.70.7300.54500-50035 (CDBG)	\$174,355
280.70.7300.54500-50073 (CDBG)	\$944,485
220.70.7300.54500-50073 (PIE)	\$220,000
Total Project Budget:	\$1,338,840

Project Expenditures	Cost
Design	\$192,180
Construction Contract (final quantities adjusted)	\$496,810
Construction Change Order No. 1	\$55,094
Construction Change Order No. 2	\$42,102
Construction Change Order No. 3	\$164,772
Construction Management and Inspection	\$210,767
Project Administration	\$19,852
Total Project Expenditures	\$1,181,577

Conclusion:

The project was delivered within budget for an approximate total cost of \$1,181,577, which includes design, construction, construction management, inspection services, and project administration. Any unspent project funds, approximately \$157,263, will be unencumbered for future capital projects. Staff recommends accepting the project as complete, filing a Notice of Completion with the Los Angeles County Registrar-Recorder's Office, and releasing the retention payment to Empire following the statutory waiting period from the date the Notice of Completion is recorded.

Steve Carmona

SC:NN:GE:II

OFPICO	
	С
ALIFORDULA	

ITY COUNCIL

AGENDA REPORT

То:	Mayor and City Council
From:	City Manager
Meeting Date:	December 12, 2023
Subject:	CITYWIDE RESURFACING – SLURRY AND CAPE SEAL (CIP NO. 50067) – NOTICE OF COMPLETION

Recommendation:

- Accept the work as completed for the Citywide Resurfacing Slurry and Cape Seal (CIP NO. 50067) constructed by All American Asphalt and authorize the City Clerk to file the Notice of Completion with the Los Angeles County Registrar-Recorder; and
- 2. Authorize the City Manager or his designee to release the retention payment to All American Asphalt following the mandatory waiting period from the date the Notice of Completion is recorded.

Fiscal Impact:

Funding for CIP No. 50067 in the amount of \$2,300,000 was appropriated as part of the fiscal year (FY) 2022-2023 Adopted Budget. The project was completed for an approximate total cost of \$2,066,872. The unused balance of approximately \$233,128 will be unencumbered and made available for future capital projects.

Discussion:

The Capital Improvement Program (CIP) included funding for these citywide street improvements based on the City's adopted Pavement Management System (PMS). Street sealing and cape sealing are types of preventative maintenance measures that prolong the service life of existing pavements.

On March 28, 2023, the City Council awarded a construction contract to All American Asphalt in the amount of \$2,016,025 and authorized \$100,775, (approximately 5% of the total contract amount), for construction contingency, as needed. The project was successfully completed on November 1, 2023, in accordance with the specifications, and within schedule and budget. The final cost for construction completed by All American Asphalt, Inc., after adjustments for final quantities, is \$1,945,189.

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 CITYWIDE RESURFACING – SLURRY AND CAPE SEAL (CIP NO. 50067) – NOTICE OF COMPLETION Page 2 of 2

The table below summarizes the total project budget and expenditures:

Project Funding	Budget
202.70.7300.54500-50067 (SB1)	\$1,300,000
400.70.7300.54500-50067 (CIP)	\$1,000,000
Total Project Budget:	\$2,300,000

Project Expenditures	Cost			
Design	\$49,633			
Construction Contract (final quantities adjusted)	\$1,893,712			
Construction Change Order No. 1	\$2,020			
Construction Change Order No. 2	\$49,457			
Construction Management and Inspection	\$61,050			
Project Administration	\$11,000			
Total Project Expenditures	\$2,066,872			

Conclusion:

The project was delivered within budget for an approximate total cost of \$2,066,872, which includes design, construction, construction management, inspection services, and project administration. Any unspent project funds, approximately \$233,128, will be unencumbered for future capital projects. Staff recommends accepting the project as complete, filing a Notice of Completion with the Los Angeles County Registrar-Recorder's Office, and releasing the retention payment to All American Asphalt following the statutory waiting period from the date the Notice of Completion is recorded.

Steve Carmona

SC:GE:NC:II

CITY COUNCIL



To:Mayor and City CouncilFrom:City Manager and City AttorneyMeeting Date:December 12, 2023Subject:FIRST READING – ORDINANCE AMENDING CHAPTER 2.08
OF THE PICO RIVERA MUNICIPAL CODE RELATING TO
THE CITY COUNCIL COMPENSATION PURSUANT TO SB
329

AGENDA REPORT

Recommendation:

1. Introduce and waive the first reading of an ordinance approving the findings contained therein, which demonstrate the need for an increase in the City Council compensation.

Fiscal Impact:

If adopted, the monthly salary of City Council members would be adjusted from the current salary of \$822.14 to \$1,685.38. Additionally, \$50,000 will need to be appropriated from the General Fund Unappropriated Fund Balance for the compensation adjustment.

Background:

Existing California law allows the City Council to enact an ordinance to provide each member of the City Council a salary based on the population of the City as specified in Government Code Section 36516. Pursuant to existing law, the City of Pico Rivera compensates its council members with a monthly salary of \$822.14. This monthly salary has not been adjusted or increased since 2002.

On June 23, 2023, the Governor signed into law Senate Bill (SB) 329 which made changes to both the amount of salary council members may receive and changes to the manner in which adjustments can be made. This report, along with the attached proposed ordinance will address and implement the adjustments authorized by SB 329.

As stated above, City of Pico Rivera City Council have not received a salary adjustment since 2002 and has remained the same for the past 21 years. As indicated in the proposed ordinance, the reasons for this adjustment are two-fold: 1) the Statewide compensation schedule for general law cities, which includes the City of Pico Rivera, has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation and 2) by allowing Pico Rivera to adjust Council compensation will create the

CITY COUNCIL AGENDA REPORT – MEETING OF DECEMBER 12, 2023 ORDINANCE AMENDING CHAPTER 2.08 OF THE PICO RIVERA MUNICIPAL CODE RELATING TO THE CITY COUNCIL COMPENSATION PURSUANT TO SB 329 Page 2 of 2

opportunity for the Pico Rivera City Council will be able to become more diverse as a result of the increased compensation. This new compensation will encourage individuals from different income levels to seek to serve as council members by receiving sufficient income for their public service, while continuing to support their families as they serve as a member of the City Council.

Discussion:

The recommended action is consistent with the newly adopted SB 329. The salary provided to local elected officials is much lower than salaries provided to other Federal, State and County officials. While this adjustment will not truly compensate council members for the significant hours spent serving the City of Pico Rivera, it is an increase both in line with inflation and also authorized by law.

Pursuant to SB 329, the salary adjustment base amount is \$1,600 per month. There is the ability to increase this salary by an amount equal to 5% for each calendar year from the operative date of the last adjustment of the salary in effect when this ordinance is enacted. The last adjustment took place 21 years ago. The multiplier of 5% times 21 equals 105%. The current salary of \$822.14 x 105% = \$1,685.38. It is important to note that, if adopted, this new salary would not take effect until after the results are certified for the next City Council election, which is November 2024, in accordance with Government Code section 36516.5.

Conclusion:

It is recommended that the City Council introduce and waive the first reading of the proposed ordinance and direct this item to be presented for a second reading and adoption at the City Council meeting of January 9, 2024.

Steve Carmona Arnold M. Alvarez-Glasman

SC:AMAG

Enclosures: 1) Ordinance 2) Senate Bill (SB) 329

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADJUSTING THE COMPENSATION OF MEMBERS OF THE CITY COUNCIL PURSUANT TO AND CONSISTENT WITH SENATE BILL 329

WHEREAS, on June 23, 2023, the Governor signed into law Senate Bill (SB) 329 which made changes both to the amount of salary council members may receive and changes to the manner in which adjustments can be made; and

WHEREAS, City Council members have not received a salary adjustment since 2002 and for the past 21 years members of the Pico Rivera City Council's compensation has remained the same; and

WHEREAS, the City Council makes the findings set forth herein as required by SB 329 demonstrating the need for the increased compensation, which are as follows: (1) the Statewide compensation schedule for general law cities, which includes the City of Pico Rivera, has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation and (2) by allowing Pico Rivera to adjust Council compensation will create the opportunity for the Pico Rivera City Council to become more diverse as a result of the increased compensation. This new compensation will encourage individuals from different income levels to seek to serve as council members by receiving sufficient income for their public service, while continuing to support their families as they serve as a member of the City Council; and

WHEREAS, in accordance with California Government Code section 36516.5, the new adjusted compensation salaries will not take effect until one or more members of the City Council begins a new term of office following the November 2024 election; and

WHEREAS, by adopting this Ordinance the City Council desires to implement the salary adjustment and other elements of SB 329 in order to remain consistent with California State Law.

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

SECTION 1. The compensation salary of members of the City Council for the City of Pico Rivera shall be set at \$1,685.38 per month.

<u>SECTION 2</u>. The findings set forth above are hereby adopted and incorporated into this Ordinance thus demonstrating the need for such adjustment and fulfilling the requirements of SB 329(g)(2).

SECTION 3. Pursuant to California Government Code section 36516.5, the increased salary set forth in Section 1 of this Ordinance shall go into effect and become

ORDINANCE NO. ____ Page 2 of 2

payable for all City Council members when one or more members of the City Council becomes eligible for a salary increase by virtue of a Council Member beginning a new term of office following the November 2024 general municipal election. All other elements and mandates of SB 329 shall be implemented by the adoption of this Ordinance.

SECTION 4. The City Clerk shall certify the 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 _____ day of _____, 2024.

Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, CMC, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)) § COUNTY OF LOS ANGELES)

I, <u>Cynthia Ayala</u>, City Clerk of the City of Pico Rivera, do hereby certify that the foregoing Ordinance No. _____ was adopted at a regular meeting of the City Council of the City of Pico Rivera, held on Tuesday, _____, with the following vote:

AYES: NOES: ABSENT: ABSTAIN:

Cynthia Ayala, CMC, City Clerk



Senate Bill No. 329

CHAPTER 27

An act to amend Section 36516 of the Government Code, relating to local government.

[Approved by Governor June 29, 2023. Filed with Secretary of State June 29, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

SB 329, Dodd. Cities: city council members: compensation.

Existing law authorizes a city council to enact an ordinance to provide each member of the city council a salary based upon the population of the city, as specified. Existing law authorizes that amount to be increased by the city council by an amount that does not exceed 5% for each calendar year from the operative date of the last adjustment of the salary that is in effect when the increase is enacted. Existing law provides for the procedures by which a city may enact ordinances.

This bill would increase the maximum amount of salary, based upon the population of the city, that may be approved by an ordinance passed by the city council, as specified. The bill would authorize the salary of council members to be increased beyond the specified maximums to an amount not exceeding the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year. The bill would require the city council to consider the adoption of an ordinance to increase council member compensation in open session during at least 2 regular meetings of the city council.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following: (a) The compensation schedule for general law cities has not been adjusted since 1984, meaning that city council compensation has not kent

adjusted since 1984, meaning that city council compensation has not kept pace with inflation.

(b) Allowing cities to adjust their compensation for inflation since 1984 may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families.

SEC. 2. Section 36516 of the Government Code is amended to read:

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36516. (a) (1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars (\$950) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars (\$1,275) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars (\$1,600) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars (\$1,900) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars (\$2,550) per month.

(F) In cities over 250,000 population, up to and including three thousand two hundred dollars (\$3,200) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:

(A) An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.

(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.

(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If the other statute that authorizes the compensation does not specify the amount

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of compensation, the maximum amount shall be one hundred fifty dollars (\$150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.

(f) A city council member may waive any or all of the compensation permitted by this section.

(g) (1) For the purposes of this section, a city council shall consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.

(2) At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.

(3) At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.

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GOOD OF THE ORDER

COUNCIL MEETING DATE	COUNCIL MEMBER	REQUEST	DETAIL	DIRECTOR(S)	ACTION TAKEN: Memo; Staff Report; Closed Session; Presentation; Follow-up Meeting; City Manager Reports; Informal Action	ITEM	ACTION ITEM DATE	STATUS: Complete; Pending; On-going; In-Progress
2/14/2023	Garcia/Sanchez	Establishing Safe Spaces for kids	Take to City Council	P. Yugar	TBD	2/14/2023	8/8/2023	In-Progress
11/14/2023	Lara/Lutz	MHKO Ordinance	Take to City Council	A. Betancourt				