



AGENDA

REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
Wednesday, December 11, 2019 at 7:00 p.m.

Rules of Decorum

*"Members of the Public are advised that all **ELECTRONIC DEVICES, CELLULAR TELEPHONES and any OTHER COMMUNICATION DEVICES** are to be turned off upon entering the City Council Chambers." If you need to have a discussion with someone in the audience, kindly step out into the lobby.*

Reglas de Comportamiento

*"Al público en general se le avisa que todos los **teléfonos celulares, pagers y demás aparatos de comunicación deben ser apagados** al entrar a la sala de audiencias del Consejo Municipal de la Ciudad." Si usted necesita tener una conversación con alguien que está en la audiencia, amablemente le pedimos que salga del recinto y tenga su conversación en el vestíbulo de la sala de audiencias.*

ROLL CALL:

Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer
Gerardo Mayagoitia, City Clerk
Jennifer Vasquez, City Manager
David Mango, Director of Building and Planning
Hrant Manuelian, Finance Director
Roxanne Diaz, City Attorney

*In order to address the Council, please complete a Public Comment Card.
No Public Comment Cards will be accepted after 7:15 p.m. Time allotted per speaker: 3 minutes.
No agenda item may be taken after 9:00 p.m. without a motion to extend time by the majority of Council present.*

INVOCATION* AND PLEDGE OF ALLEGIANCE

**In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.*

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

PRESENTATION(S)

PUBLIC HEARING

Public Hearing to consider Ordinance 19-08 of the City Council of the City of Maywood adding Chapter 18 of Title 8 of the Maywood Municipal Code to adopt updated water efficient landscaping requirements.

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion or action.

1. Minutes for 11/13/19 Council Meeting
2. Minutes for 11/27/19 Council Meeting
3. Resolution of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants.
4. Revenue Report from July to November 2019.
5. Enterprise Architecture Assessment and Technology Support It Request for Proposal (RFP) Results and Approval of Agreement with Interwest Consulting Group Inc.
6. Consideration of approving a professional services agreement with Alta Environmental for MS4 permit compliance and support services.
7. Consideration of a claim filed by Barry Fischer-C Heaven Inc.
8. Resolution delegating to the City Manager authority to handle Tort Liability Claims Responsibilities pursuant to Government Code Section 935.4

9. Consideration of a Memorandum of understanding (MOU) between County of Los Angeles and City of Maywood for lead-based paint hazard mitigation program management services.
10. Consideration of a budget amendment to provide funding for on-call land use planning services and approval of an agreement with Willdan.
11. A recommendation approving the Community Benefit Fund application from Heliotrope Avenue Elementary School in the amount of \$3,200.
12. Set a public hearing for January 8, 2020 to receive input on the Fiscal Year (FY) 2020-2021 Community Development Block Grant Program.

DISCUSSION/ACTION ITEMS

13. Mayor/Chair and Mayor Pro-Tem/Vice Chair Selection.
14. Annual Council appointments to serve on various outside agencies for 2020

CLOSED SESSION

PUBLIC PARTICIPATION (Non-Agenda Items)

At this time speakers wishing to address the City Council on an item not on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

ADJOURNMENT - The next Regular Meeting of the Maywood City Council is on January 8, 2020.

PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA AND AGENDA PACKETS

I, Gerardo Mayagoitia, Gerardo Mayagoitia, City Clerk or Guillermo Padilla, Deputy City Clerk, hereby certify that this agenda was duly posted by law at 4319 E. Slauson Avenue, Maywood, CA 90270 and the City Website. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the Maywood City Hall, 4319 E. Slauson Avenue, Maywood CA 90270. If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to rising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting. In compliance with the ADA, if you need special assistance for the meeting, call (323) 562-5714 within 72 hours prior to the meeting so the City can make reasonable arrangements to ensure  accessibility.



AGENDA 1
ITEM NO. _____

November 13, 2019

**MINUTES OF THE REGULAR MEETING
OF THE MAYWOOD CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
4319 EAST SLAUSON AVENUE, MAYWOOD, CALIFORNIA**

Mayor opened the meeting at approximately 7:00 p.m.

ROLL CALL: Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer (Absent)
City Clerk, Gerardo Mayagoitia (Absent)
City Manager, Jennifer Vasquez
Director of Building and Planning, David Mango
Interim Director of Finance, Anthony Rainey
City Attorney, Roxanne Diaz

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

The following spoke on Agenda Items only:

1. Talia Escamilla;
2. Maria Ramirez;
3. Evan Santana spoke on Laura Cortez's time;
4. Jessica Prieto;
5. Paloma Hernandez;
6. Javier Gonzalez;
7. Desidedrio Valles;
8. Joseph Moreno;
9. Dimas Donis;

10. Joselyn Real;
11. Celina Aguirre;
12. Veronica Duran;
13. Baron Guerrero;
14. Mary Mariscal (Filled out speaker card but did not speak on Agenda Items only);
15. Heather Wilson (Filled out speaker card but did not speak on Agenda Items only);
16. Veronica Guardado (Filled out speaker card but did not speak on Agenda Items only).

PRESENTATION(S)

Recognition of Halloween Home Decoration Participants

Vector Control Presentation by Anais Medina Diaz of Greater Los Angeles County Vector Control District

Tenant Protections Presentation by the Legal Aid Foundation of Los Angeles

PUBLIC HEARING

1. Consideration of a resolution approving Tentative Parcel Map No. 082845 to subdivide one parcel into three parcels located at 3600 East 58th Street in the R-3 Zone, and find that the project is categorically exempt from the California Environmental Quality Act (Class 15)

The following spoke on the Public Hearing:

1. Leo Agredano

Motion to approve the proposed resolution approving Tentative Parcel Map ("TMP") No. 082845 to subdivide one parcel into three parcels by Alvarez. Second by Medina.

AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES

2. Consideration of a resolution approving Tentative Parcel Map No. 086677 to subdivide one parcel into three parcels located at 3750 East 58th Street in the R-3 Zone, and find that the project is categorically exempt from the California Environmental Quality Act (Class 15).

Motion to approve the proposed resolution approving Tentative Parcel Map ("TMP") No. 086677 to subdivide one parcel into three parcels by Lara. Second by Alvarez.

AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion or action.

1. Minutes for 10/09/19 Council Meeting. **Motion to approve by De La Riva. Second by Marquez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**

2. Minutes for 11/5/2019. **Motion to approve by De La Riva. Second by Marquez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
3. Resolution of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants. **Motion to approve by De La Riva. Second by Marquez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
4. Revenue Report from July to October 2019. **Motion to approve by De La Riva. Second by Marquez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
5. Award Traffic Signal, Sign and Streetlight Maintenance Services Contract. **Motion to approve by De La Riva. Second by Marquez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
6. Notice of Completion for the installation of three bus shelters on Slauson Avenue Project. **Motion to approve by De La Riva. Second by Marquez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**

DISCUSSION/ACTION ITEMS

7. Urgency Ordinance establishing Interim Rent Control Measures, including but not limited to, a prohibition of rent increases above 3 percent within a 12-month period. **Motion to approve by Medina. Second by Lara. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**

CLOSED SESSION

Conference with Legal Counsel, Anticipated Litigation, Initiation of Litigation, Government Code Section 54956.9(d)(4); Number of Potential Cases: 1

Conference with Legal Counsel, Anticipated Litigation, Significant Exposure to Litigation, Government Code Section 54956.9(d)(2), Number of Potential Cases: 1. The City has received a claim from a contractor on a public works project pursuant to Public Contract Code Section 9204. A copy of the claim is available in the City Clerk's Office.

The City Attorney reported that on the first item there is no reportable action. On the claim, the City Council on a 5-0 vote has settled the claim and when the terms are final, the settlement agreement will be available to the public.

PUBLIC PARTICIPATION (Non-Agenda Items)

At this time speakers wishing to address the City Council on an item not on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

The following spoke on Non-Agenda Items:

1. Veronica Duran;
2. Javier Gonzalez;
3. Mary Mariscal;
4. Heather Wilson;
5. Veronica Guardado;
6. Anthony Felix.

ADJOURNMENT Meeting adjourned at approximately 9:55 p.m. on November 13, 2019 to November 27, 2019 at 7:00 pm for the regular meeting of the Maywood City Council.



Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk



AGENDA 2
ITEM NO. _____

November 27, 2019

**MINUTES OF THE REGULAR MEETING
OF THE MAYWOOD CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
4319 EAST SLAUSON AVENUE, MAYWOOD, CALIFORNIA**

Mayor opened the meeting at approximately 7:00 p.m.

ROLL CALL: Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer (Absent)
City Clerk, Gerardo Mayagoitia
City Manager, Jennifer Vasquez
Director of Building and Planning, David Mango (Absent)
Interim Director of Finance, Anthony Rainey (Absent)
City Attorney, Roxanne Diaz

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

There were no Public Speakers on Agenda Items only.

PRESENTATION(S)

PUBLIC HEARING

A resolution of the City Council of the City of Maywood, California, to terminate collection agreement between the City of Maywood and Commercial Waste Services, INC. and authorize the City Manager to hire on an emergency and interim basis another waste disposal contractor or other contractor to collect and dispose of all solid waste, green waste and recyclable materials

The following spoke on the Public Hearing:

1. Oscar Magana;
2. Juan Claudio;
3. Moises Bravo;
4. Javier Gonzalez
5. Luis Mesa;
6. Heather Wilson;
7. Javier Bonales;
8. Amedor Seja;
9. David Perez;
10. Jamie Gutierrez;
11. Marco Aquina;
12. Desidro Balles;
13. Ana Cilawa;
14. Celina Aguirre;
15. Ms. Salazar;
16. Sergio Ramirez;
17. Lupe;
18. Martin Gonzalez;
19. Marisol Diaz;
20. Carlos Cordoba;
21. Maria Cebarra
22. Maria Cepada
23. Bobby Kennish;
24. Enrique Curial;
25. Imad Malik Tariq;
26. Veronica Guardado;
27. Maria Iniguez;
28. Maria Mariscal;
29. Tony Mercado;
30. Ruben Guardado;
31. Genesis Keshia;
32. Jesus Buenrostro;
33. Manuel Trigerio;
34. Haik Pertosian.

Motion to terminate collection agreement between the City of Maywood and Commercial Waste Services, INC. and authorize the City Manager to hire on an emergency and interim basis another waste disposal contractor or other contractor to collect and dispose of all solid waste, green waste and recyclable materials by De La Riva. Second by Lara. AYES: Marquez, Alvarez, Medina, Lara, De La Riva. PASSES

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion or action.

DISCUSSION/ACTION ITEMS

CLOSED SESSION

Conference with Legal Counsel; Existing Litigation Pursuant to Government Code Section 54956.9(d)(1); City of Maywood v. Consolidated Disposal Services LLC, et. al., and related cross complaint, Los Angeles County Superior Court Case No. BC 697218

The City Attorney reported that the City Council on a 3-2 vote with Council members De La Riva, Lara and Marquez voting yes and Council members Alvarez and Medina voting no, approved the settlement agreement based on the mediator's proposal and when finalized the settlement agreement will be available to the public.

PUBLIC PARTICIPATION (Non-Agenda Items)

At this time speakers wishing to address the City Council on an item not on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

The following spoke on Non-Agenda Items:

1. Enrique;
2. Veronica Duran;
3. Bobby Kennish;
4. Lizette Granillo;
5. Veronica Guardado;
6. Celina Aguirre;
7. Imad Malik Tariq;
8. Gerardo Mayagoitia.

ADJOURNMENT Meeting adjourned at approximately 9:30 p.m. on November 28, 2019 to December 11, 2019 at 7:00 pm for the regular meeting of the Maywood City Council.


Eduardo De La Riva, Mayor

ATTEST:

Gerardo Mayagoitia

Gerardo Mayagoitia, City Clerk



COUNCIL AGENDA

ITEM No. 3

RESOLUTION NO. 6082

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT**

WHEREAS, the following listed demands have been reviewed by the Director of Finance, and

WHEREAS, the Director of Finance has certified to the accuracy and availability of funds for payment thereof, and

WHEREAS, the register of audited demands is hereby submitted to the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency for approval.

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire Transfers/Automated Clearing House (ACH) Transactions for \$812,984.12 are hereby ratified:

- Exhibit A – Summary of Warrants and Wire Transfers/ACH Transactions
- Exhibit B – Detail of Warrants
- Exhibit C – NOTES-Summary Warrants for Payment and Wire Transfers/ACH Transactions

PASSED, APPROVED AND ADOPTED THIS 11th day of December, 2019.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

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I, Gerardo Mayagoitia, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6082 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 11th of December, 2019 by the following roll call vote, to wit:

AYES: MARQUEZ, MEDINA, ALVAREZ, LARA, DE LA RIVA

NAYES:

ABSENT:

ABSTAINED:


Gerardo Mayagoitia, City Clerk


City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, December 11, 2019

Accounts Payable		Amount
Accounts Payable prepaid warrants for payment: Checks No. 086617-086618, 086623, 086634-086635, 086637-086641, 086643-086673		\$ 51,221.27
Accounts Payable regular warrants for payment: Checks No. 086622, 086624 - 086633, 086636, 086642, 086674-086698		\$ 583,005.47
Sub-total		\$ 634,226.74

Wire Transfers/ACH Transactions		
11/05/19	CalPERS Employer Contribution - Pay Period 10/13/19-10/26/19	\$ 5,629.03
11/05/19	California Joint Powers Insurance Authority (CJPIA) repayment plan agreement	\$ 12,000.00
11/06/19	Wells Fargo Admin Charges - Trustee & Disclosure Fees	\$ 5,000.00
11/14/19	CalPERS Employer Contribution - Pay Period 10/27/19-11/09/19	\$ 5,652.64
11/15/19	US Bank Analysis Service Charge	\$ 1,220.12
11/21/19	Berkshire Hathaway - Commercial Insurance Policy Payment	\$ 7,115.00
11/22/19	ADP Payroll Fees	\$ 1,041.51
11/25/19	Lease Payment for Front Counter Cash Registers - November 2019	\$ 87.04
11/26/19	CalPERS Unfunded Liability Payment Plan - Safety & Misc. Employees	\$ 110,480.44
11/26/19	CalPERS Health Premium and Admin Fee- December 2019	\$ 24,931.92
11/26/19	CalPERS Employer Contribution - Pay Period 11/10/19-11/23/19	\$ 5,164.80
12/02/19	US Bank - Merchant Fees	\$ 434.88
Sub-total		\$ 178,757.38

EXHIBIT A

Total Demands	\$ 812,984.12
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City of Maywood
Detail Warrants for Payment
Warrants No. 086617 to 086698

EXHIBIT B

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086617	P	11/14/2019	United States Postal Service	364.84	Monthly Newsletter
086618	P	11/20/2019	State of California	150.00	Service Fee For Information Requested By Auditor
086619	P	11/21/2019	Robert Half Company International / Accountemps	5,524.78	Temp Labor: HR Assistant and Administrative Assistant
086620	P	11/21/2019	Aldo Romero	1,000.00	C & D Recycling Compliance Measure Deposit Return
086621	P	11/21/2019	All Around Fire Protection	310.00	Annual Service/Maintenance Fire Alarm/Extinguishers
086622		11/21/2019	American Guard Services, Inc.	7,418.66	Crossing Guard Services - October 2019
086623	P	11/21/2019	Brinks, Inc.	385.94	November 2019 Cash Handling Service
086624		11/21/2019	California Association of Code Enforcement Officers	95.00	Associate Membership Dues Code Enforcement
086625		11/21/2019	California Consulting, Inc.	3,000.00	Grant Writing Services November 2019
086626		11/21/2019	Calmex Graphics	1,630.46	Temporary Parking Permits
086627		11/21/2019	CoreLogic Solutions, LLC.	150.00	Property Finder November 2019
086628		11/21/2019	Daily Journal Corporation	5,100.00	Publication of Official Notices
086629		11/21/2019	Dapeer, Rosenblit & Litvak, LLP	822.80	Code Enforcement Legal Services: October 2019
086630		11/21/2019	Diana Cho & Associates	1,700.00	CDBG Consulting October 2019
086631		11/21/2019	George Hill Company	775.92	City Claims/Adjuster Services October 2019
086632		11/21/2019	HdL Software, LLC	975.94	Quarterly Use Fee-Permit Tracking Software 12/01/19-02/28/20
086633		11/21/2019	Jani-King of California, Inc. Los Angeles/Colton Region	4,990.00	Park Custodial November 2019
086634	P	11/21/2019	Maywood Car Wash	712.30	Car Wash/Gas September 2019
086635	P	11/21/2019	MuniTemps - Municipal Staffing	7,920.00	Car Wash/Gas October 2019
086636		11/21/2019	National Plant Services, Inc.	2,450.00	Temp Labor: Interim Finance Director
086637	P	11/21/2019	Phoenix Group Information Systems	13,535.00	Clean Siphons at Heliotrope & Randolph 10-25-2019
086638	P	11/21/2019	QDoxs	59.46	September 2019 Permit Fulfillment Processing Fees
086639	P	11/21/2019	So Cal Industries	461.13	Copier Base Charge: 11/01/2019 - 11/30/2019
					Portable Restroom 4801 E 58th St (Maywood Park/Basketball Field)

City of Maywood
Detail Warrants for Payment
Warrants No. 086617 to 086698

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086640	P	11/21/2019	Southern California Edison	194.38	Various Locations 10/16/19-11/15/19
086641	P	11/21/2019	Sparkletts Drinking Water Corp	85.09	City Hall Office Water
086642		11/21/2019	State Water Resources Control Board	2,625.00	Annual Permit Fee 7/1/19-6/30/20
086643	P	11/21/2019	The Gas Company	55.87	Various Locations 10-07-2019 - 11-05-2019
086644	P	11/21/2019	Time Warner Cable	629.03	Internet & Phone Service: November 2019
086645	P	11/21/2019	Xerox Financial Services	375.40	Copier Lease: 10-15-2019 - 11-14-2019 Front Office and Finance Department
086646	P	12/4/2019	Abila	4,087.50	MIP Fund Accounting - Forms Designer & GASB Modules
086647	P	12/4/2019	Allen B. McDade	632.25	MIP Fund Accounting - Maint & Support Plan
086648	P	12/4/2019	Alondra Olmos	195.00	Retiree Medical Reimbursement December 2019
086649	P	12/4/2019	Angel Villegas	492.63	Planning Commission Stipend (August/Sept/Oct 2019)
086650	P	12/4/2019	AT&T	42.62	Retiree Medical Reimbursement December 2019
086651	P	12/4/2019	Brent Talmo	284.77	MTA Line 09/16/19 to 11/16/19
086652	P	12/4/2019	Bruce Leflar	1,101.28	Retiree Medical Reimbursement December 2019
086653	P	12/4/2019	Carmen Perez	130.00	Retiree Medical Reimbursement December 2019
086654	P	12/4/2019	Christine M. Locher	258.83	Planning Commission Stipend (August/Sept 2019)
086655	P	12/4/2019	Department of Industrial Relations	125.00	Retiree Medical Reimbursement December 2019
086656	P	12/4/2019	Edward Ahrens	1,101.28	State Elevator Inspection
086657	P	12/4/2019	L.B. Johnson Hardware Co.	39.38	Retiree Medical Reimbursement December 2019
086658	P	12/4/2019	Mapcon Technologies, Inc.	83.00	Public Works Supplies
086659	P	12/4/2019	Maywood Mutual Water No.3	1,631.90	Mapcon Building & Planning Software
086660	P	12/4/2019	Paloma Hernandez	195.00	Various Locations 11-01-2019 to 11-30-2019
086661	P	12/4/2019	Paul Pine	1,101.28	Planning Commission Stipend (August/Sept/Oct 2019)
086662	P	12/4/2019	Preferred Benefit Insurance Administrators, Inc.	2,250.00	Retiree Medical Reimbursement December 2019
					Dental & Vision Insurance: December 2019

City of Maywood
Detail Warrants for Payment
Warrants No. 086617 to 086698

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086663	P	12/4/2019	Los Angeles County Department of Public Health	111.00	Backflow Inspection Fee FY 19/20
086664	P	12/4/2019	Raul Rodriguez	195.00	Planning Commission Stipend (August/Sept/Oct 2019)
086665	P	12/4/2019	Reyna Mendez	195.00	Planning Commission Stipend (August/Sept/Oct 2019)
086666	P	12/4/2019	Robert Leach	1,005.00	Retiree Medical Reimbursement December 2019
086667	P	12/4/2019	Ronald Lindsey	1,102.61	Retiree Medical Reimbursement December 2019
086668	P	12/4/2019	Scott C. Anderson	1,101.28	Retiree Medical Reimbursement December 2019
086669	P	12/4/2019	Sprint	839.67	Cell Phone Service: 10/24/2019-11/23/2019
086670	P	12/4/2019	Staples Business Advantage	477.12	Office Supplies
086671	P	12/4/2019	Total Funds	150.98	Postage Machine
086672	P	12/4/2019	Vernon, City of	141.82	Slauson & Downey 09-26-2019 to 10-29-2019
086673	P	12/4/2019	Xerox	386.85	November 2019 Base Charge and Printing Fee
086674		12/4/2019	Robert Half Company International / Accountemps	5,278.56	Temp Labor: HR Assistant and Administrative Assistant
086675		12/4/2019	American Elevator Co	190.00	City Hall Elevator Maintenance November 2019
086676		12/4/2019	American Guard Services, Inc.	6,019.65	YMCA Elevator Maintenance November 2019
086677		12/4/2019	California Consulting, Inc.	3,000.00	Crossing Guard Services - November 2019
086678		12/4/2019	County of Los Angeles Department of Animal Control	6,821.70	Grant Writing Services: December 2019
086679		12/4/2019	Daily Journal Corporation	280.00	Animal Control Services October 2019
086680		12/4/2019	Dave And Frank Automotive	1,136.45	Publication of Official Notices
086681		12/4/2019	Expert Building Maintenance	1,350.00	City Fleet Vehicles: Smog Check and Brake Pads
086682		12/4/2019	Hugo Beltran	48.00	City Hall Janitorial Service November 2019
086683		12/4/2019	Interwest Consulting Group	30,622.87	Parking Citation Refund
086684		12/4/2019	Los Angeles Regional Food Bank	150.00	City Engineering Services: October 2019
086685		12/4/2019	Los Angeles County Metropolitan Transportation Authority	3,900.00	Mobile Food Pantry November 2019
					November 2019 Metro TAP Cards

City of Maywood
Detail Warrants for Payment
Warrants No. 086617 to 086698

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086686		12/4/2019	Maria Quiroz	279.00	Refund Parking Citations
086687		12/4/2019	MuniTemps - Municipal Staffing	14,404.50	Temp Labor: Interim Finance Director
086688		12/4/2019	Phoenix Group Information Systems	2,807.50	October 2019 Parking Citations Processing Fees
086689		12/4/2019	Redfire Technology Services	2,255.20	November 2019 I.T. Services
086690		12/4/2019	Richards, Watson & Gershon	30,433.68	Legal Services - General (October 2019)
086691		12/4/2019	Salazar Landscaping	6,486.75	Landscape Maintenance November 2019
086692		12/4/2019	Sanchez Awards	79.61	Name Plates
086693		12/4/2019	Sheriff's Department	385,742.05	Public Safety Services - September 2019
086694		12/4/2019	Siemens Industry, Inc	3,376.39	Street Light Response Call Out November 2019 Street Light Response Call Out October 2019 Traffic Signal Maintenance October 2019 Traffic Signal Response Call Out October 2019
086695		12/4/2019	Southern Californian Association of Governments	2,972.00	Membership Dues FY 19/20
086696		12/4/2019	State Water Resources Control Board	14,230.00	Annual Permit Fee 10/01/19-09/30/20
086697		12/4/2019	U.S. Bank Corporate Payment System	7,158.10	Credit Card Expense
086698		12/4/2019	V & M Iron Works	22,249.68	City Hall and Library Maintenance & Repair August 2019 Park Maintenance August 2019 (Riverfront) Street Maintenance August 2019
TOTAL:				\$634,226.74	

NOTES – Summary Warrants for Payment and Wire Transfers/ACH Transactions

I. Accounts Payable – This is depicted on:

- A. The first section of **EXHIBIT A Summary Warrants for Payment and Wire Transfers/ACH Transactions** for Checks 086617-086618, 086623, 086634-086635, 086637-086641, 086643-086673 – designated with a “P” for “Prepays” on **EXHIBIT B, Detail Warrants for Payment** totaling \$51,221.27.
- B. The first section of **EXHIBIT A Summary Warrants for Payment and Wire Transfers/ACH Transactions** for Checks 086622, 086624-086633, 086636, 086642, 086674-086698 on **EXHIBIT B, Detail Warrants for Payment** totaling \$583,005.47. **EXHIBIT B** portrays the respective dates, vendor names, check amounts, and a brief transaction description of each “warrant” by its respective check number.

II. Wire Transfers/Automated Clearing House (ACH) Transactions – This is depicted on:

- A. Within the second section of **EXHIBIT A 11/05/19 Summary Warrants for Payment and Wire Transfers/ACH Transactions** for **CalPERS Employer Contribution – Pay Period 10/13/19-10/26/19** totaling \$5,629.03. This is the City’s contributions to the California Public Employees’ Retirement System (CalPERS)
- B. Within the second section of **EXHIBIT A 11/05/19 Summary Warrants for Payment and Wire Transfers/ACH Transactions** for **CJPIA** totaling \$12,000.00. This is the City’s repayment plan to California Joint Powers Insurance Authority (CJPIA)
- C. Within the second section of **EXHIBIT A 11/06/19 Summary Warrants for Payment and Wire Transfers/ACH Transactions** for **Wells Fargo Bank** totaling \$5,000.00. This is the City’s payment to Wells Fargo Trustee Fee for City bonds
- D. Within the second section of **EXHIBIT A 11/14/19 Summary Warrants for Payment and Wire Transfers/ACH Transactions** for **CalPERS Employer Contribution – Pay Period 10/27/19-11/09/19** totaling \$5,652.64. This is the City’s contribution to the California Public Employees’ Retirement System (CalPERS)
- E. Within the second section of **EXHIBIT A 11/15/19 Summary Warrants for Payment and Wire Transfers/ACH Transactions** for **US Bank Analysis Service Charge** totaling \$1,220.12. This is the City’s payment for banking services
- F. Within the second section of **EXHIBIT A 11/21/19 Summary Warrants for Payment and Wire Transfers/ACH Transactions** for **Berkshire Hathaway Auto Insurance – Premium for 7/01/19 – 7/01/20** totaling \$7,115.00. This is the City’s payment for Auto Liability Insurance.
- G. Within the second section of **EXHIBIT A 11/22/19 Summary Warrants for Payment and Wire Transfers/ACH Transactions** for **ADP (Automatic Data Processing Inc.) Payroll Fees** totaling \$1,041.51. This is the City’s payment for payroll processing services.

- H. Within the second section of **EXHIBIT A 11/25/19 Summary Warrants for Payment and Wire Transfers/ACH Transactions** for **Lease Payment for Front Counter Registers –November 2019** totaling \$87.04. This is the City's payment to the lease the Point of Sale equipment for the front counter registers.
- I. Within the second section of **EXHIBIT A 11/26/19 Summary Warrants for Payment and Wire Transfers/ACH Transactions** for **CalPERS Unfunded Liability Payment Plan – Safety & Miscellaneous Employees** totaling \$110,480.44. This is the City's contributions to the California Public Employees' Retirement System (CalPERS) for the Projected Benefit Obligation (PBO) that CalPERS actuaries calculate for the City's portion of unfunded liabilities in the future.
- J. Within the second section of **EXHIBIT A 11/26/19 Summary Warrants for Payment and Wire Transfers/ACH Transactions** for **CalPERS Health Premium and Administrative Fee – December 2019** totaling \$24,931.92. This is the City's contributions to the California Public Employees' Retirement System (CalPERS) for health premiums (health insurance) for Active and Retired City employees including the CalPERS administrative fee.
- K. Within the second section of **EXHIBIT A 11/10/19 Summary Warrants for Payment and Wire Transfers/ACH Transactions** for **CalPERS Employer Contribution – Pay Period 11/10/19 – 11/23/19** totaling \$5,164.80. This is the City's contributions to the California Public Employees' Retirement System (CalPERS) for Pay Period
- L. Within the second section of **EXHIBIT A 12/02/19 Summary Warrants for Payment and Wire Transfers/ACH Transactions** for **Merchant Fees** totaling \$434.88. This is the City's payment for credit card processing services.



AGENDA 4
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 11, 2019
TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL
FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*
RE: REVENUE REPORT FROM JULY TO NOVEMBER 2019

RECOMMENDATION

Staff recommends that the City Council receive and file the Revenue Report from July – November 2019.

FISCAL IMPACT

There is no fiscal impact involved with this action.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

In an effort to maintain transparency, the City's Finance Department prepares a monthly Revenue report for the City Council's review. The Revenue Report is a tool used by the Council to monitor and oversee the financial health of the City.

DISCUSSION

The attached analysis (see Attachment 1) compares prior YTD and current YTD Revenue

The total revenues received¹ from July to November 2019 totaled \$4,350,143.57 which is 6.22% higher than the same period last year. However there is not enough data to make a valid projection of the remaining 7 months as 58.20% of the Fiscal Year remains.

- **GENERAL FUND – TAXES:** Overall General Fund Taxes increased by about \$487K or 28.5% as compared to the same period last year. The increase was mainly due to increased Cannabis Sales Tax collections of \$786K compared to \$280K, an increase of \$507K, for the same period in 2018. Part of the increase in taxes was offset by \$79K in decreased User Utility Tax and Franchise & Collectors Fees as a result of the failure of Commercial Waste Services (CWS) remitting their quarterly payments.
- **GENERAL FUND – LICENSES & PERMITS:** Overall current YTD revenue has been fairly consistent compared to prior YTD with the difference being 2.4%. A contributing factor of the reduction in Parking Permits in 2019 from that of 2018 is the City's implementation of a new parking process that, in the long-term, will allow citizens to renew and apply for parking permits electronically rather than physically having to come in. However, the City is currently recuperating Parking Permit revenue.
- **GENERAL FUND – FINES AND FORFEITURES:** There has been a reduction in Fines and Forfeitures of \$78K or 36.9% as compared to the same period last year. A contributing factor of the reduction in Parking Fines & SEMC: Court Collections (DMV) revenue is the loss of parking enforcement coverage on weekends. Since April 2019 there has been a vacancy for the Part-time Parking Enforcement Officer position that diminished our capacity to issue parking citations.
- **GENERAL FUND – MISCELLANEOUS:** The total Miscellaneous Revenues received totaled \$85K which is 84.3% lower than the same period last year. The contributing factor for the overall variance in Miscellaneous Revenue is due to the Proposition A Funds exchange with the City of West Hollywood.

ATTACHMENT(S)

Attachment No. 1 – July to November 2019 Revenue Report

¹ See row entitled Total Revenues

ATTACHMENT NO. 1

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2019-20	H - % of FY 2019-2020 YTD Revenue Received
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GENERAL FUND**Taxes:**

TAXES: A tax is a compulsory monetary contribution to the City's revenue, assessed and imposed by the City on the activities, expenditure, income, occupation, privilege, property, etc., of individuals and organizations.

(C minus B)

(C divided by G)

Franchise & Collectors Fee	\$97,715.55	\$37,011.16	(\$60,704.39)	-62.12%	\$165,000.00	22.43%
Property Taxes	\$83,455.90	\$77,143.74	(\$6,312.16)	-7.56%	\$700,800.00	11.01%
Utility Users Tax	\$428,139.96	\$409,675.26	(\$18,464.70)	-4.31%	\$980,000.00	41.80%
Transfer Tax (Real Estate)	\$9,290.07	\$8,428.49	(\$861.58)	-9.27%	\$25,000.00	33.71%
Transient Occupancy Tax	\$37,067.88	\$33,492.65	(\$3,575.23)	-9.65%	\$60,000.00	55.82%
Cannabis Sales Tax	\$279,975.49	\$786,777.19	\$506,801.70	181.02%	\$1,200,000.00	65.56%
Sales Tax Revenue	\$772,212.18	\$842,298.80	\$70,086.62	9.08%	\$1,710,400.00	49.25%
Taxes Totals	\$1,707,857.03	\$2,194,827.29	\$486,970.26	28.51%	\$4,841,200.00	45.34%

GENERAL FUND**Licenses & Permits:**

FEES: A fee is a charge imposed on an individual for a service that the person chooses to receive. A fee may not exceed the estimated reasonable cost of providing the particular service or product for which the fee is charged, plus overhead. Fees are charged for specific services, and fee revenue may fund only those services and related expenses. **LICENSES** and **PERMITS** are types of fees allowing for the operation within the City.

Compliance Program Fee	\$0.00	\$0.00	\$0.00	0.00%	\$45,000.00	0.00%
Residential & Building Permits	\$18,883.00	\$18,473.60	(\$409.40)	-2.17%	\$47,000.00	39.31%
Public Works Permit Fees	\$11,676.50	\$39,084.00	\$27,407.50	234.72%	\$50,000.00	78.17%
Other Fees & Permits	\$13,184.90	\$11,900.35	(\$1,284.55)	-9.74%	\$46,400.00	25.65%
Occupancy Permits	\$10,170.20	\$6,259.30	(\$3,910.90)	-38.45%	\$25,000.00	25.04%
Building Permits	\$38,391.25	\$27,916.99	(\$10,474.26)	-27.28%	\$75,000.00	37.22%
Commercial Cannabis Applications	\$35,312.62	\$28,387.00	(\$6,925.62)	-19.61%	\$18,000.00	157.71%
Parking Permits	\$59,660.40	\$52,748.03	(\$6,912.37)	-11.59%	\$100,000.00	52.75%
Apartment License	\$1,446.50	\$1,272.94	(\$173.56)	-12.00%	\$30,000.00	4.24%
Business License	\$5,194.75	\$3,197.50	(\$1,997.25)	-38.45%	\$215,000.00	1.49%
Vehicle License Fee - LA County	\$0.00	\$0.00	\$0.00	0.00%	\$2,820,000.00	0.00%
Licenses and Permits Totals	\$193,920.12	\$189,239.71	(\$4,680.41)	-2.41%	\$3,426,400.00	5.52%

GENERAL FUND**Charges for Services:**

CHARGES FOR SERVICES: Charges to cover administrative costs for the provision of services.

All Other Charges for Services	\$4,281.50	\$6,919.40	\$2,637.90	62%	\$3,400.00	203.51%
Compliance and Review Fees - Cannabis	\$0.00	\$0.00	\$0.00	0.00%	\$36,000.00	0.00%
Rubbish Assessment	\$230.88	\$2,827.84	\$2,596.96	1125%	\$65,000.00	4.35%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference <i>(C minus B)</i>	E - Current YTD Prior YTD % Difference <i>(C divided by B minus 1)</i>	G - Adopted Budget FY 2019-20	H - % of FY 2019-2020 YTD Revenue Received <i>(C divided by G)</i>
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ENTERPRISE FUND

Sewer:

SEWER SERVICE CHARGE: Annual sewer charges to be collected on the Los Angeles County tax roll.

Sewer	\$0.00	\$11,152.00	\$11,152.00		\$284,000.00	3.93%
Sewer Revenue Totals	\$0.00	\$11,152.00	\$11,152.00		\$284,000.00	3.93%
Enterprise Fund Revenue Totals	\$0.00	\$11,152.00	\$11,152.00		\$284,000.00	3.93%

SPECIAL REVENUE FUND

Metro Funds:

SPECIAL REVENUE FUND: Collections of revenues in special funds that must be used for the established purposes of the funds to provide an extra level of accountability and transparency.

"Gas Tax"	\$237,218.99	\$230,017.89	(\$7,201.10)	-3.04%	\$735,800.00	31.26%
Transportation Development Act (TDA)						
Bikeway	\$11.38	\$0.00	(\$11.38)	-100.00%	\$20,400.00	0.00%
Proposition A	\$236,902.51	\$242,846.08	\$5,943.57	2.51%	\$568,800.00	42.69%
Proposition C	\$200,953.71	\$205,068.34	\$4,114.63	2.05%	\$482,500.00	42.50%
Measure R	\$147,949.35	\$165,878.74	\$17,929.39	12.12%	\$355,000.00	46.73%
Measure M	\$165,840.54	\$169,142.74	\$3,302.20	1.99%	\$401,000.00	42.18%
Senate Bill 1 (SB 1)	\$189,957.07	\$231,190.14	\$41,233.07	21.71%	\$460,900.00	50.16%
Surface Transportation Program (STP)						
Federal Grant	\$0.00	\$0.00	\$0.00	0.00%	\$200.00	0.00%
Community Development Block Grant (CDBG)	\$70,861.00	\$251,912.00	\$181,051.00	255.50%	\$545,700.00	46.16%
Air Quality Management District (AQMD) Grant	\$9,223.64	\$18,525.03	\$9,301.39	100.84%	\$34,100.00	54.33%
Supplemental Law Enforcement Services Fund (SLESF) Grant	\$92,043.19	\$103,526.74	\$11,483.55	0.00%	\$140,000.00	73.95%
Grant/Reimbursements from Federal/State/County Governments	\$0.00	\$0.00	\$0.00	0.00%	\$134,000.00	0.00%
Measure A	\$0.00	\$0.00	\$0.00	0.00%	\$143,500.00	0.00%
Lighting & Landscaping	\$6,410.78	\$7,937.98	\$1,527.20	23.82%	\$174,500.00	4.55%
Successor Agency Trust Fund - City of Maywood serves as the Successor Agency to the Maywood Redevelopment Agency	\$606.57	\$0.00	(\$606.57)	-100.00%	\$1,258,700.00	0.00%
Special Revenue Totals	\$1,357,978.73	\$1,626,045.68	\$268,066.95	19.74%	\$5,455,100.00	29.81%

Total Revenues	\$4,095,417.92	\$4,350,143.57	\$254,725.65	6.22%	\$16,165,400.00	26.91%
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AGENDA 5
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 11, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JMV*

BY: ANTHONY RAINEY, INTERIM FINANCE DIRECTOR *ARM*

RE: ENTERPRISE ARCHITECTURE ASSESSMENT AND TECHNOLOGY SUPPORT IT REQUEST FOR PROPOSAL (RFP) RESULTS AND APPROVAL OF AGREEMENT WITH INTERWEST CONSULTING GROUP INC.

RECOMMENDATION

Staff recommends that the City Council approve a one year agreement with one-year optional extensions with Interwest Consulting Group, Inc. (Interwest) for enterprise architectural review and information technology support services, including an assessment of the City's Technology Environment and monthly "End User Services" (EUS) in the form of desktop support, on premise or cloud server administration services, network administration services, and network security services in the form finalized and approved by the City Attorney.

FISCAL IMPACT

Interwest proposes to charge a one-time fixed-fee payment of \$5,650 to perform an assessment of the City's Technology Environment that will be used to develop a Technology Plan for the City.

In addition, Interwest proposes that the City pay on-going costs of \$3,680 per month or \$44,160 per year (12 times \$3,680) for the provision of "End User Services" (EUS) in the form of desktop support, on premise or cloud server administration services, network administration services, and network security services.

Staff Report Re: **ENTERPRISE ARCHITECTURE ASSESSMENT AND TECHNOLOGY
SUPPORT IT REQUEST FOR PROPOSAL (RFP) RESULTS**

December 11, 2019

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For January through June of 2020 the amount would cost \$27,730 distributed as follows:

- \$22,080 for monthly "End User Services" (EUS) at \$3,680 per month for six months January through June 2020); and
- \$5,650 one-time technology assessment.

The Fiscal Year 2019/2020 has \$31,000 remaining to accommodate these costs for six months January through June 2020. The \$44,160 annual costs would be presented in subsequent budget requests.

BACKGROUND

On October 25, 2019, the City opened a Request for Proposals (RFP) for enterprise architectural review and information technology support services. The City received three proposals whose ratings – based on Costs, Responsiveness to RFP, Qualifications and Experience, References and Previous Performance, and Experience Implementing Similar Services - were as follows:

RFP Part / Proposer:	AMC SOLUTIONS	REDFIRE IT	INTERWEST CONSULTING GROUP, INC.
PART 1.0 - 30% - Costs COMBINED RATING POINTS	28.33	25.00	25.33
Costs of Respective Proposers	a) One-Time - \$3,150 for Enterprise Architectural Review b) On-going A - \$3,150 per month for maintenance / help / times for first 12 months equals \$37,800 per year c) On-going B - \$3,150 per month for maintenance / help / times months 13 through 24 equals \$75,600 for subsequent years d) 3 year cost = \$116,550 + \$3,150 One Time + \$37,800 Year 1 + \$37,800 Year 2 + 37,800 Year 3	a) One-Time - No Enterprise Architectural Review proposed b) On-going A - \$4,537 per month for maintenance / help / times for first 12 months equals \$54,444 per year c) On-going B - \$3,801 per month for maintenance / help / times months 13 through 24 or equals \$91,224 for subsequent years d) 3 year cost = \$145,668 + \$0 One Time + \$54,444 Year 1 + \$45,612 Year 2 + \$45,612 Year 3	a) One-Time - \$5,650 for Enterprise Architectural Review b) On-going A - \$3,680 per month for maintenance / help / times for first 12 months equals \$44,160 per year c) On-going B - \$3,680 per month for maintenance / help / times months 13 through 24 equals \$88,320 for subsequent years d) 3 year cost = \$138,130 + \$5,650 One Time + \$44,160 Year 1 + \$44,160 Year 2 + \$44,160 Year 3
PART 2.0 15% - Responsiveness to RFP - COMBINED RATING POINTS	13.67	8.67	14.5
2.1 Assess the City's Current Enterprise Architecture 2.5 Points Possible	2.33	1.00	2.50
2.2 Desktop Support 2.5 Points Possible 2.5 Points Possible	2.17	1.17	2.50

Staff Report Re: **ENTERPRISE ARCHITECTURE ASSESSMENT AND TECHNOLOGY
SUPPORT IT REQUEST FOR PROPOSAL (RFP) RESULTS**

December 11, 2019

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RFP Part / Proposer:	AMC SOLUTIONS	REDFIRE IT	INTERWEST CONSULTING GROUP, INC.
2.3 On-Premise and/or Cloud Server Administration Services 2.5 Points Possible	2.17	1.00	2.50
Part / Proposer:	AMC SOLUTIONS	REDFIRE IT	INTERWEST CONSULTING GROUP, INC.
2.4 Network Administration Services 2.5 Points Possible	2.50	2.50	2.50
2.5 Network Security Services 2.5 Points Possible	2.00	2.00	2.00
2.6 Technology Planning 2.5 Points Possible	2.50	1.00	2.50
PART 3.0 - 20% - Qualifications and Experience - COMBINED RATING POINTS	18.00	15.33	20.00
PART 4.0 - 10% - References and Previous Performance - COMBINED RATING POINTS	9.00	7.67	10.00
PART 5.0 - 25% - Experience Implementing Similar Services - COMBINED RATING POINTS	23.67	23.33	25.00
TOTALS (PART 1.0 + 2.0 + 3.0 + 4.0 + 5.0) -- COMBINED RATING POINTS	92.67	80.00	94.83

Staff evaluated the proposals, and, as summarized in the table above, determined that Interwest obtained the highest overall score based on qualifications, references, previous performance, and resources.

LEGAL REVIEW

The City Attorney has reviewed this report.

DISCUSSION

The City of Maywood currently runs a Windows based infrastructure with 6 servers and approximately 21 desktops and laptops. Leased Servers run Windows Server 2010 and client workstations run Windows 7. All workstations connect via basic network drops to the server that serves as a basic file server. The City also leases a Dell PowerEdge R200 and 2950 Servers running Windows 10 that it would like to replace.

Staff Report Re: **ENTERPRISE ARCHITECTURE ASSESSMENT AND TECHNOLOGY
SUPPORT IT REQUEST FOR PROPOSAL (RFP) RESULTS**

December 11, 2019

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This contract will enable the transitioning of the City's current information technology environment to a target environment through the Technology Plan and provide necessary support for the City's IT needs.

ATTACHMENT(S)

Attachment 1 - Request for Proposal (RFP) Enterprise Architectural Review and Information Technology Support Services

Attachment 2 – Enterprise Architectural Review and Information Technology Support Services Scoring Sheet

Attachment 3 - Redfire Proposal – Enterprise Architecture & Technology Support Services

Attachment 4 – AMC Solutions Proposal – Enterprise Architecture & Technology Support Services

Attachment 5 – Interwest Consulting Services Proposal – Enterprise Architecture & Technology Support Services

ATTACHMENT NO. 1

CITY OF MAYWOOD

NOTICE INVITING REQUEST FOR PROPOSALS (RFP)

FOR

ENTERPRISE ARCHITECTURAL REVIEW AND INFORMATION

TECHNOLOGY SUPPORT SERVICES



SUBMIT PROPOSALS TO:

City Clerk
City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270

DEADLINE TO SUBMIT:

Friday, October 25, 2019
BY 10:00 A.M.

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<u>Description</u>	<u>Page</u>
Section 1: Introduction and General Information	3
Section 2: Scope of Services	5
Section 3: Contractor Qualifications and Requirements	7
Section 4: Proposal Submittal Requirements	9

SECTION 1 INTRODUCTION AND GENERAL INFORMATION

Overview of the Request for Proposals

The City of Maywood (City) is requesting Proposals from qualified vendors and/or consultants to assess the:

- Task 1 – Assess the “As Is” technology environment of the City of Maywood¹,
 - Subtask 1.1² Assessing what the City has, informing the City better solutions and/approaches (like cloud based solutions), costs, and estimated timeframes for implementing.
 - Subtask 1.2³ – Prescribing to the City a Technology Plan based on the assessment.
- Task 2 - Provide “End User Services” (EUS) in terms of:
 - Subtask 2.1⁴ – Provide “End User Services” (EUS) in terms of desktop support, on premise or cloud server administration services, network administration services, and network security services if the City initiated the better solutions and/approaches (like cloud based solutions), costs, and estimated timeframes for implementing.
 - Subtask 2.2⁵ Providing desktop support, on premise server administration services, network administration services, and network security services if the City were to remain in its current environment in terms of costs, and estimated timeframes for implementing.

The City reserves the option to choose among the subtasks proposals of the Proposer. Subtasks 1.1 and 1.2 requires the completion of everything in A and B below.

- A. Develop an Enterprise Architecture roadmap that drives the provision of Information Technology (IT) support services for its computer-based technologies system. The nature of the service will be:
- 1) Development of a description, assessment and recommendation of the City's current Enterprise Architecture in terms of its:
 - 2) Development of a Data Reference Model (DRM). These are the data fields used in each of the City's applications in terms of field types (alpha, numeric, date, time) to understand the application's data structure.
 - 3) Development of an Application Reference Model (ARM). This classifies application capabilities with respect to how they support City Department processes and/or performance objectives. It also unifies existing City application portfolios and guidance on standard desktop configurations by providing a foundation to advance the reuse and standardization of technology and service components from a City perspective.
 - 4) Development of an Infrastructure Reference Model (IRM). This categorizes on

¹ Providing a description, assessment and recommendation of the City's current Enterprise Architecture as well as conducting Technology Planning to prescribe options.

² As prescribed in Section 1 **Initial Enterprise Architecture Assessment** of the Scope of Work

³ As prescribed in Section 6 **Technology Plan** of the Scope of Work

⁴ As prescribed in Sections 2 **Desktop Support**, 3 **On-Premise or Cloud Server Administration Services**, 4 **Network Administration Services**, 5 **Network Security Services** and 6 **Technology Plan** of the Scope of Work based on implementing Section 1 and Section 6.

⁵ As prescribed in Sections 2 **Desktop Support**, 3 **On-Premise or Cloud Server Administration Services**, 4 **Network Administration Services**, 5 **Network Security Services** and 6 **Technology Plan** of the Scope of Work based on not implementing Section 1 and Section 6.

premise or cloud (virtual) infrastructure assets to reduce costs and/or increase interoperability across City Departments, partners, customers, clients and citizens. The City's goals for the IRM are:

- i. Improve redundancy in current infrastructure
 - ii. Maintain currency of the wireless network (both within buildings and with the external use of digital devices)
 - iii. Infrastructure possess cloud adaptive/cloud ready capabilities
 - iv. Possess a scalable network design that can easily expand in number of users and/or locations, or be modified to allow for movement of some server/storage capacity to the cloud
 - v. Containment of the Total Cost of Ownership (TCO) of its infrastructure – upfront, ongoing and expansion
 - vi. Develop a set of standards that can be used to base future purchases of scalable technology devices and/or services and/or applications and/or operating systems
- 5) Development of a Security Reference Model (SRM) that classifies or categorizes the security purpose, security risks, and security controls within the City's applications and infrastructure. The City's will use the SRM as a basis to:
- i. Configure, maintain, and test hardware and software firewalls and be able to provide monthly log analysis reports
 - ii. Improve network security and be able to report security performance monthly
 - iii. Utilize the most appropriate form of multi-factor identify and authentication approach. This will require an assessment of the City's current factor authentication and recommendations of risks and cost for utilizing either **Type 1 – Something You Know** – includes passwords, PINs, combinations, code words, or secret handshakes. Anything that employees can remember and then type, say, do, perform, or otherwise recall when needed falls into this type; or **Type 2 – Something You Have** – includes all items that are physical objects, such as keys, smart phones, smart cards, USB drives, and token devices. (A token device produces a time-based PIN or can compute a response from a challenge number issued by the server.); or **Type 3 – Something You Are** – includes any part of the human body that can be offered for verification, such as fingerprints, palm scanning, facial recognition, retina scans, iris scans, and voice verification. The authentication and identify approach must enable the City to enforce user authentication, validation and privileges and reducing the risk of internal and external data breaches.
 - iv. Assess current risks of endpoint devices and present an effective endpoint security strategy as part of the SRM that would tie endpoint devices, including end user, host, and any future Internet of Things (IoT) devices, into the City's SRM. The City would like some cost and implementation options to consider.

B. These "Reference Models" should enable the transitioning of the City's current Information technology environment to a target environment. This document should be the basis of the vendor/contractor portraying how the City can best enhance its existing information technologies and evolve into new and emerging technologies to optimize their value to City operations. The City desires the vendor/contractor to use these to:

- i. Base their approaches and recommendations for enhancing the current DRM, ARM, IRM and SRM. This would include an assessment of options to mitigate existing risks with each approach, along with the costs and estimated timelines for implementation of each approach and recommendation. The monthly and annual costs of the provision of:

- ii. Enhance ONGOING support and coordination of the existing systems by the Proposer,
- iii. Justify any ONE-TIME recommended acquisitions that would ensure proper implementation of recommended updating, upgrading or acquisition of new or enhanced technologies in terms of:
 1. The Proposer's recommended Type (hardware, software, as-a-service, professional service),
 2. The Proposer's recommended Model Number or manufacturer/software publisher number 1.2.2.3 Proposer recommended Cost Per Item times Number of items equals Total ONE-TIME costs
 3. The Proposer's recommended published Mean-time-Between-Failure (MTBF) of recommended devices
 4. The Proposer's recommended device's estimated Useful Life of a technology asset.
- iv. Describe ON-GOING general management and operation improvements based on the recommendations.
- v. Enhance the Proposer's provision of ONGOING maintenance and troubleshooting of technology challenges the City may confront.

In addition, the selected vendor/consultant shall provide routine on-call services such as performing routine maintenance and updates to the system, as well as providing a needed resource for both end users of the system and management staff.

The City of Maywood provides most of the services associated with full service cities. Some are provided through contract relationships and others are provided by regular employees. The City employs a fulltime staff of approximately 15 full-time employees, as well as consultants and temporary employees. The current central server location is at City Hall, with remote sites connected through a fiber line or through T1 connection.

The City of Maywood currently runs a Windows based infrastructure with 6 servers and approximately 21 desktops and laptops. Leased Servers run Windows Server 2010 and client workstations run Windows 7. All workstations connect via basic network drops to the server that serves as a basic file server.

The City of Maywood's hardware portfolio includes:

#	<u>DEVICE</u>	<u>OPERATING SYSTEM</u>	<u>Disk Size</u>	<u>RAM</u>
1	MICROCOMPUTER	Windows 7	110GB	4GB
2	MICROCOMPUTER	Windows 7	110GB	4GB
3	MICROCOMPUTER	Windows 7	110GB	4GB
4	MICROCOMPUTER	Windows 7	110GB	4GB
5	MICROCOMPUTER	Windows 7	110GB	4GB
6	MICROCOMPUTER	Windows 7	110GB	4GB
7	MICROCOMPUTER	Windows 7	110GB	4GB
8	MICROCOMPUTER	Windows 7	110GB	4GB
9	MICROCOMPUTER	Windows 7	110GB	4GB
10	MICROCOMPUTER	Windows 7	110GB	4GB
11	MICROCOMPUTER	Windows 7	110GB	4GB
12	MICROCOMPUTER	Windows 7	110GB	4GB

13	MICROCOMPUTER	Windows 7	500GB HDD	4GB
14	MICROCOMPUTER	Windows 7	500GB SSD	4GB
15	MICROCOMPUTER	Windows 7	500GB SSD	4GB
16	MICROCOMPUTER	Windows 7	110GB	8GB
17	MICROCOMPUTER	Windows 7	110GB	8GB
18	MICROCOMPUTER	Windows 7	110GB	8GB
19	MICROCOMPUTER	Windows 7	110GB	8GB
20	MICROCOMPUTER	Windows 7	110GB	8GB
21	MICROCOMPUTER	Windows 7	500GB HDD	8GB

The City also leases a Dell PowerEdge R200 and 2950 Servers running Windows 10 that it would like to replace. The application inventory is as follows:

- A. The Finance Department utilizes the Aliba SAGE MIP Fund *Accounting* software on a dedicated file server for its general ledger, payroll, accounts payable, accounts receivable, cash receipts and purchase orders.
- B. The City uses proprietary Software sold and supported Hinderliter deLamas and Coren (HdL) for:
 - o HdL Business License Software
 - o HdL Code Enforcement Software
 - o HdL Building Permits Software
- C. The City uses *WINCITE* Software by PHOENIX GROUP for parking citation management, administrative citation management and residential and temporary parking permit management.
- D. City Hall is connected to the Internet via Spectrum.
- E. The City currently utilizes Microsoft Office Standard 2013 with an *Exchange Server* for its email system.
- F. City website is hosted by *Spectrum*.
- G. The City deploys Eset NOD32 as its prevalent anti-virus software.

Schedule

Deadlines

Release of Requests for Proposals	Wednesday, October 2, 2019
Submittal of Questions	Tuesday, October 8, 2019 by 3:00 pm
Response to Questions	Tuesday, October 15, 2019 by 5:00 pm
Proposal Due Date	Friday, October 25, 2019 by 10:00 am
Proposal Review/Evaluation	Week of Monday, October 28, 2019 through Friday, November 1, 2019
Optional Interview	Week of Monday, November 4 through Wednesday, November 6, 2019
Tentative City Council award	Wednesday, November 13, 2019
Tentative Start date	Monday, November 18, 2019

Questions

All questions regarding this RFP shall be submitted in writing by email to: Anthony Rainey, Anthony.rainey@cityofmaywood.org. The date and time when questions must be submitted are shown in the Schedule above. Questions with their answers will be posted on the City website by the date and time set forth in this RFP. If an addendum is necessary, it will be posted on the City's website (www.cityofmaywood.org).

RFP Submittal Procedures

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City's sole discretion. The submittal shall contain the name of this RFP and Respondents shall provide four (4) copies of the of the proposal (three bound and one unbound), single sided.

All proposal submittals shall be mailed or delivered and received by the City no later than 10:00 a.m. on Friday October 25, 2019 addressed as follows:

City of Maywood
City Clerk's Office
Attention: Jennifer Vasquez, City Manager
4319 Slauson Avenue
Maywood, CA 90270

Proposals must clearly state on the outside of the package or envelope: **ENTERPRISE ARCHITECTURE ASSESSMENT AND TECHNOLOGY SUPPORT SERVICES.**

In addition to the submission of the hard copies of the proposal, Respondents shall also submit one electronic copy (searchable PDF format) by the same date and time to NAME AND EMAIL ADDRESS.

For delivery purposes, the City's phone number for the City is (323) 562-5714. The City assumes no responsibility for errors or delays by public or private carriers in delivering proposals. Late proposals will not be accepted.

All proposals, associated costs and agreements shall be considered valid and binding on the individual/Contractor for a period of ninety (90) days after the proposal due date.

SECTION 2 SCOPE OF SERVICES

General Description

1. The City seeks the technical services of a Vendor or Contractor qualified to undertake an analysis of the City's current enterprise architecture and develop a roadmap for the provision of information technology services for the City. Once implemented, City desires, if it chooses to implement the hardware recommendations of SubTasks 1.1 and 1.2 to utilize the continued services of a Vendor or Contractor to provide desktop support and other administrative information technology services. Services to be provided under this Proposal include, but are not necessarily limited to, the following: **Initial Enterprise Architecture Assessment** – Undertake an enterprise analysis and assessment of the City's current enterprise architecture (EA) that supports its execution of operational strategies. EA will help the city effectively link operational information, departmental efforts and technology together to form a more seamless environment – particularly for a small city like Maywood. The contractor/vendor will compile/update and inventory of all City owned information technology related assets and provide an assessment and recommendations for updates, upgrades or enhancements to the EA components.

1.1 - Assess the City's current Enterprise Architecture⁶ (EA) including:

- 1.1.1 Creating an enterprise Data Reference Model (DRM) that documents the data fields used in each of the City's applications in the form of tables and field types (alpha, numeric, date, time) portraying each application's data structure. The proposal would identify the current types of DATA utilized by City applications and develop a City Enterprise data dictionary document of all data tables and fields (structure or type, length, definition) used by respective applications to enable the comparisons.
- 1.1.2 Developing a document identifying the current types of APPLICATIONS utilized (by application publisher or as a service provider, version) and operating system/functionality in the form of an Application Reference Model (ARM). Provide an assessment of each application in terms of currency of version along with recommendations on updates or upgrades of the existing or new applications. The Application Reference Model (ARM) will portray each application's capabilities with respect to how it supports respective City Department major functions and/or performance objectives. The ARM should enable the unification of existing City application portfolios of Departments and be used as one of the factors to guide standard desktop configurations by providing a foundation to advance the reuse and standardization of technology and City service components. The proposal will, based on the ARM, recommend standard desktop hardware and application and operating system configurations, the qualitative and quantifiable benefits of standardizations,

⁶ Data Reference Model (DRM) in terms of current data standards, intra governmental data exchanges. Application Reference Model (ARM) in terms of current software/applications and operating system functionality and any service bus. Infrastructure Reference Model (IRM) in terms of current hardware/device functionality and useful life and assess feasibility of transitioning to hosted, data center, cloud or virtualized approaches. Security Reference Model (SRM) in terms of its current digital risks, privacy protection and security controls.

as well as recommendations of hardware and application and operating system modifications or upgrades or replacements and the cost of implementing these.

- 1.1.3 Developing an Infrastructure Reference Model (IRM) that categorizes on premise or cloud (virtual) infrastructure assets to base opportunities of reducing costs and/or increasing interoperability across City Departments, partners, customers, clients and citizens. The City will receive an assessment of its current types of INFRASTRUCTURE (the entire collection of hardware, software, networks, data centers, facilities and related equipment used to develop, test, operate, monitor, manage and/or support information technology services for the City) being utilized as well as recommendations on upgrades and costs for implementing them. Any recommended IRM should identify how the City's would be able to:
 - a) Improve redundancy in current infrastructure and the importance of redundancy;
 - b) Maintain currency of the wireless network (both within buildings and with the external use of digital devices);
 - c) Have cloud adaptive/ready capabilities;
 - d) Create a scalable network design that can easily expand in number of users and/or locations, or be modified to allow for movement of some server/storage capacity to the cloud;
 - e) Identify and manage total cost of ownership (TCO) based on comparisons between maintaining the current IRM and a future IRM where cost avoidance (and their dollar amounts) are identified;
 - f) Create a set of standards to base the acquisition of future on;
 - a) Compare and contrast lease versus buy options and a recommended basis for making acquisition decisions on.
- 1.1.4 Developing a Security Reference Model (SRM) of the City that classifies or categorizes the security purpose, security risks, and security controls within the City's current applications and infrastructure. The current types of SECURITY hardware and software should be assessed in terms of preserving confidentiality (no leakage of sensitive or private information), integrity (risk of unauthorized modification or destruction of information), availability (minimization of denial of service risks) as well as providing recommendations for enhancing the City's current Security Reference Model (SRM). The recommended SRM should also address the feasibility, cost and value-added of:
 - a) Utilizing Disaster Recovery as a Service (DRaaS).option;
 - b) Utilizing redundant firewalls;
 - c) Improving current network security ;
 - d) Providing 2 and 3 factor authentication and identify management enabling the City to enforce user authentication, validation and privileges and reducing the risk of internal and external data breaches
 - e) Integrating End Point Protection and/or Endpoint Security;
- 1.1.5 Provide architectural and engineering approaches for reconfiguration of existing City application subscriptions and resources to match the recommended architecture reference models.

1.2 – Approaches to City's reference Models. Provide a description for providing approaches and recommendations for enhancing the current DRM, ARM, IRM and SRM. This would include an assessment of options to mitigate existing risks with each approach or recommendation, along with the costs and estimated timelines for implementation of each approach and recommendation.

1.3 – On-Premise to Cloud Transition. Propose an approach or approaches for migrating all applications, databases, and related services from on premise to the cloud hosting and the identification of any post-migration platform stabilization support strategies for the City to consider along with a cost for 1.2, 1.3 and 1.4 above.

1.4 – Implementation. Provide an estimated implementation timeframe for each EA assessment above, the identification of additional or changes in current devices and applications to achieve recommendations and identification of quantifiable and qualitative performance metrics to provide a basis of comparing current EA to proposed EA as a means of measuring benefits.

1.4.1 Provide an assessment of the City's current hardware portfolio and provide a list of recommended Types of hardware, on premise software or software-as-a-service, professional service.

1.4.2 Develop a list of recommended hardware (Model Number and manufacturer) and software versions that would improve the City's technology, potential sources and costs of acquiring and installing.

1.4.3 Provide the identification - in years - of each of the City' device's estimated Useful Life and Estimated Remaining Useful Life of existing devices within 1 month of the award..

1.5 - If not included in the tasks listed above, the proposal should also address any services required to implement paragraphs A⁷ and B⁸ described in Section 1 (Overview of the Request for Proposals) including the narrative regarding Task 1⁹ and Task 2¹⁰.

Desktop Support – The provision of End user support that is timely, friendly, and professional. Routine support to 21 microcomputer users must be available Monday – Friday from 8:00 a.m. to 5:00 p.m. Emergency and/or urgent hourly rates and protocols should be disclosed.

1.1 Contractor/vendor would:

1.1.1 Provide an automated and/or telephonically communicated basic desktop support functions including installing desktops, laptops, tablets, printers, and other devices as well as upgrades and/or updates to applicable applications, software, hardware and operating systems,.

1.1.2 Describe and provide proposed methods of providing desktop support for:

- a) Assessing the current hardware, software, operating system and device driver portfolio to assess "currency" of versions.
- b) Diagnosing issues that could arise from versions not being current (Proposer will define "currency" that they use). Identify response rate from the time City request is made to the time that action is undertaken and completed.
- c) Setting up, moving or physically installing desktops, laptops, tablets, printers, and other devices. Identify response rate from the time City request is made to the time that action is undertaken and completed.

1.1.3 Provide tri-annual configuration of laptops, desktops, tablets or City designated smartphone users for standard applications. In cases where City devices are not functioning, identify and correct end user hardware problems and perform

⁷ Pages 3 through 4

⁸ Pages 5 through 5

⁹ Page 3

¹⁰ Page 3

advanced troubleshooting. Identify response rate from the time City request is made to the time that action is undertaken and completed.

- 1.1.4 Update and maintain at least annually a record (diagram, identification of devices, nodes, locations) of the City's Technical Environment in terms of:

- 2.1.4.1 Physical Network Layout

- 2.1.4.2 Logical Network Layout

- 2.1.4.3 Core Systems

- 2.1.4.4 Server and Network Applications

- 2.1.5.4 Network Appliances

- 2.1.5.5 Workstations (e.g. Desktops, Laptops)

- 2.1.5.6. Software and Desktop Applications

- 1.1.5 Bi-annually inform City of its information technology assets that are beyond their useful life and/or no longer supported by the manufacturer or publisher and/or are technically obsolete.

- 1.1.6 Assist designated City personnel with software, applications, hardware and device requirements, identify sources for purchase, ensure such acquisitions support relevant aspects of the City's Enterprise Architecture DRM, IRM, SRM and ARM.

3. On-Premise and/or Cloud Server Administration Services –

- 3.1 Contractor/vendor would:

- 3.1.1 Manage on premise and/or cloud systems and networks to include complex application, database, messaging, web and other servers and associated hardware, software, communications, operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system.

- 3.1.2 Ensure, monitor and report scheduled preventive maintenance for equipment in a properly and promptly performed manner;

- 3.1.3 Maintain the records on the server equipment and/or server devices;

- 3.1.4 Develop, implement, and report operational, administrative, and quality assurance back-up plans and procedural documentation for servers.

- 3.1.5 Setup new users and edit or remove existing users on server.

- 3.1.6 Provide server performance and capacity management services with reporting when specified thresholds are reached.

- 3.1.7 Undertake continuous configuration management, including changes, upgrades, patches, etc.

- 3.1.8 Maintain the records of the server equipment and/or server devices;

- 3.1.9 Support of ALIBA SAGE MIP financial software and other specialized applications of the City of Maywood as they relate to the server(s) and associated hardware and/or devices.

- 3.1.10 Manage, monitor and report user logins and security.

- 3.1.11 Coordinate server repair and maintenance work with contracted repair vendors and ensure repairs are conducted in an effective and timely fashion.

- 3.1.12 Using factors like a) one-time versus on-going costs, b) pricing, c)

hoisting, d) software or application maintenance, e) data security, f) time to implement and g) disaster-recovery and back-up, assess the feasibility of migrating the City's current on premise servers to cloud servers.

4. Network Administration Services –

4.1 Contractor/vendor would:

- 4.1.1 Manage, monitor and report on all City network equipment including switches, firewalls, routers, and other security devices.
- 4.1.2 Provide for the primary installation and maintenance of printers, network copiers/scanners, etc.
- 4.1.3 Provide the primary maintenance including regular analysis, routine configuration changes, and installation of patches and upgrades.
- 4.1.4 Provide primary maintenance of the external network located at Maywood Park, West Covina Service Group.
- 4.1.5 Provide alert notifications to designated City personnel in the event of network failures or service disruptions.
- 4.1.6 Undertake proactive monitoring of network equipment including bandwidth utilization and other performance indicators reporting when specified thresholds are reached.
- 4.1.7 Undertake network performance and capacity management services, and network troubleshooting.
- 4.1.8 Maintain and keep current network documentation and procedures.

5. Network Security Services –

5.1 Contractor/vendor would:

- 5.1.1 Maintain virus detection programs on City servers, email and all other City computers and laptops.
- 5.1.2 Perform security audits as requested and notify City personnel immediately of suspected breaches of security or intrusion detection.
- 5.1.3 Configure City system to enable remote access in a secure environment and provide remote access administration as requested by designated City personnel.
- 5.1.4 Manage and monitor any proposed security enhancements (e.g. End Point Protection, Firewall, Mobile Device Management, SIEM/Logging, Virtual Private Networks, Intrusion Protection System) identifying the current risk that would be mitigated and the cost of each component.
- 5.1.5 Provide a Disaster Recovery as a Service (DRaaS) that uses cloud and on premise resources to back up vital data and applications, as well as providing system failover to a secondary infrastructure. The DRaaS would replicate the City's production infrastructure and all its processes onto a secondary, or recovery, infrastructure so that you can transition to a backup environment seamlessly, allowing the provision of City services to continue as usual.

6. Technology Planning – Provision of technical leadership for all technology issues. Making recommendations for future purchasing and technology needs. Keeping the City up to date on new technology changes and uses that will enable the City to increase efficiency avoid and/or reduce operational costs. Assist with policy formulation and application.

6.1 Contractor/vendor would:

- 6.1.1 Provide information engineering, planning, and design services for major system enhancements, including installations and upgrades of new or existing systems supporting the Enterprise Reference Models.
- 6.1.2 Monitor, manage and advise the City about major server upgrades, storage system upgrades, redesign of backup systems, etc.
- 6.1.3 Provide strategic technical leadership for server technology issues and options to address these issues.
- 6.1.4 Make recommendations for future purchasing and technology needs utilizing the Total Cost of Ownership (TCO) as one basis of comparison.
- 6.1.5 Undertake Enterprise Architecture (EA) strategic planning, and design session incorporating a preliminary plan and cost for proposed installation/upgrade of core network systems (e.g. major network upgrades, provider changes, Internet protocol (IP) schema redesign, and installation of "core" network devices) etc. for the City to consider.
- 6.1.6 Installation, acceptance testing and maintenance of new technology.

As the device portfolio is very small, technology planning based on the vendor/contractor's assessment of the current inventories of hardware, applications/software (subscription and on premise) and operating systems is anticipated to result in cost avoidance.

Term/Compensation

The city is requesting that the vendor submit a FIXED FEE service contract for the first twelve month period, with an option to renew for a subsequent twenty-four months. Each twelve month period must be shown separately from:

- 1st twelve month period - November 2019 through October 2020
- Subsequent 24 months – November 2020 through October 2022.

SECTION 3 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

General Qualifications and Requirements

In order to be considered, Proposers must meet the mandatory requirements outline in this section. Proposers that do not meet the mandatory requirements will be considered non-responsive and their Proposal will be rejected.

1. **Mandatory Experience.** The selected individual/Contractor should have extensive knowledge of city networks, systems and security requirements. Contractor will be responsible for expert-level problem determination and resolution; engineering design, implementation planning, and problem resolution of network equipment (routers, switches, access points, Virtual Private Networks and firewalls), planning for implementation and upgrades of server operating systems. Contractor will assist in performing periodic security assessments to verify security posture and implement appropriate remedies and changes as needed to remediate security vulnerabilities.
2. **Appropriate Licenses or Certifications.**

2.1 Desired Minimum Education: Bachelor's Degree in an information technology or related field

2.2 Desired Minimum Certifications of Vendor/Contractor Staff (including subcontractors):

- ✓ Microsoft Certified System Engineer (MCSE);
- ✓ Microsoft Certified System Administrator (MCSA);
- ✓ Microsoft Certified Database Administrator (MCDBA);
- ✓ Microsoft Certified IT Professional – Exchange 2007 (MCITP);
- ✓ Microsoft Certified Technology Specialist – Exchange 2007 Configuration (MCTS);
- ✓ Cisco Certified Entry Networking Technician (CCENT);
- ✓ Cisco Certified Network Associate (CCNA);
- ✓ Cisco Certified Design Associate (CCDA);
- ✓ Cisco Certified Security Professional; Cisco IOS Security Specialist; Cisco IPS Specialist;

Evidence of certification of individual staff members.

2.3 Mandatory Business License and Background Check: The individual or Contractor must obtain all required City of Maywood licenses and successfully pass a California Department of Justice Fingerprint Background Check.

Evidence of a City Business License and a California Department of Justice Fingerprint Background Check.

3. Mandatory Insurance. The following are the insurance requirements of the City of Maywood for the selected Contractor including any subcontractors:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
2. Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

SECTION 4 PROPOSAL SUBMITTAL REQUIREMENTS

Submittal Format and Content

1. The submittal should be typed and as brief as possible while adequately describing the qualifications of the Contractor.
2. The proposing Contractor shall submit the following information with the package in the following format:

3a. Cover Letter. In no more than two (2) pages, the Contractor should provide the following information:

- 3a1. Company name, address, and telephone number(s) of the firm submitting the proposal. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
- 3a2. Federal and State taxpayer identification numbers of the firm.
- 3a3. Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified.
- 3a4. The letter must be signed by a corporate office or other individual who is legally authorized to bind the applicant to both its proposal and cost schedule.
- 3a5. Statement that indicates "proposal and cost schedule shall be valid and binding for Ninety (90) days following proposal due date and will become part of the contract this is negotiated with the City"

3b. Qualifications. This portion should include the following information:

- 3b1. Length of time in business.
- 3b2. Length of time in business of providing proposed services.
- 3b3. Total number of clients
- 3b4. Total number of public sector clients
- 3b5. Location of office that would service this account.
- 3b6. Describe how your firm is positioned to provide the services listed in this RFP and provide a history of experience on providing similar services.
- 3b7. Describe your approach to providing these services and your methodology for providing on-going support
- 3b8. Provide the name, title, address, and telephone number of three references for clients whom you have provided similar services for municipal clients or customers. Please provide information referencing the actual services provided, customer size (number of users), and the length
- 3b9. Staff Resources - Identify names of principals and key personnel who will actually provide the information technology services. Summarize the

experience and technological expertise of these staff. Describe the role and responsibilities that each of these individuals will have. Full resumes of these individuals should be appended to the proposal along with copies of any certifications held.

3c. Scope of Work.

The respondent shall provide its approach to the Scope of Services as described in the RFP. This section should include the following:

(a) Set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City's requirements, the work to be done and the objectives to be accomplished.

(b) Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.

(c) Provide any other information or tasks that respondent believes necessary to complete the Scope of Services.

3d. Cost of Services. The Contractor shall submit a FIXED FEE - proposal for services by proposed Subtask and shall indicate the impact, if any, of changes in the City's IT infrastructure (number of services and PC's) on the fixed fee. Contractor must also identify the following for those services not under the fixed fee proposed.

3f. Acceptance of Conditions. The Contractor's submission of a proposal indicates its compliance with the terms of this RFP, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in its response, however, the City maintains discretion to accept or reject the Contractor's request for revisions. The City reserves the right to make any revisions to the proposed professional services agreement.

Evaluation and Selection Process

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications as set forth in this RFP. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further consideration at the discretion of the City. Proposals will be reviewed and evaluated by an evaluation committee comprised of City personnel.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City's final selection will not be dictated on any single factor or criteria including price. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the respondents for the same services.

City will evaluate the proposals provided in response to this RFP based on the following criteria:

1. The City will evaluate the respondent's proposal based on meeting all of the City's minimum requirements and who offers the most advantageous combination of cost and high quality service. In addition to cost, however, the City will consider the quality of services proposed; whether the contractor has the financial resources and facilities to perform or provide the required services promptly, or within the time specified without delay or interference; experience implementing similar services; and recommendations from prior clients and record of performance on previous contracts or services.
2. Other criteria shall include, but not be limited to:
 - Quality and completeness of proposal
 - Qualifications and experience of proposer, including experience and qualifications of key personnel and staff
 - Similar experience and expertise in the type of work required, with the City or with other public agencies
 - Demonstrated understanding of the scope of services requested as well as capacity of respondent
 - Professional reputation
 - References
 - Financial stability of proposer
 - Cost to the City
 - Oral interviews, if applicable.
 - Any other factors determined by the City to be relevant to the performance of these services.
3. **Interview.** Contractors may be interviewed by the City in its discretion.
4. **Professional Services Agreement.** The City's Agreement for Professional Services (Attachment B) is included for review and comment. The Respondent's submission of a proposal indicates Contractor's compliance of such terms, unless the proposal indicates that compliance is not possible. The City reserves the right to make any revisions to the proposed professional services agreement.
5. **Contract Approval and Execution.** Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the Maywood City Council. Selection of a respondent with whom the City enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

SECTION 5 GENERAL ADMINISTRATIVE INFORMATION

All respondents are advised to become familiar with all conditions, instructions and specifications of this RFP. By submitting a proposal, Respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that the Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the equipment, goods and services necessary to furnish the scope of services in a manner that meets the City's objectives in this RFP. Once the contract has been made, a failure to have read the conditions or conduct any investigations of the properties shall not be cause to alter the contract or for Respondent to request additional compensation.

Each Respondent understands and agrees that the City, its departments, its officers, employees or agents are not responsible for:

- Any costs incurred by a Respondent in the preparation, delivery or presentation of a proposal.
- Any costs incurred by a Respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City; and
- Any errors, inaccuracies or misstatements related to the information or data supplied to any contractor by the City. The use of such information or data provided by the City, its officers, employees or agents is intended to be used at the sole discretion and risk of the Respondent in the preparation of a proposal pursuant to this Request for Proposals only.

The selected Respondent shall comply with any and all Federal and State laws applicable to the services. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

The City reserves the right to accept, reject, modify or cancel in whole or in part, this RFP. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. The City has no obligation, express or implied, to make an award.

The City may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provides the scope of services required herein. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so.

The City reserves the right to withdraw this RFP without prior notice. The City makes no representation that any agreement will be awarded to any Respondent as a result of having responded to this request. All proposals submitted to the City in response to this RFP shall become the property of the City and will not be returned.

Attachments

- A. Form Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated _____ 2019 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and _____ ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent Consultant to perform _____.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be _____ (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. **Term of Agreement**. The term of this Agreement shall be from the Effective Date through _____, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. **Compensation**.

A. Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, _____, as more particularly described in **Exhibit B** ("Consideration"). Said Consideration shall constitute reimbursement of Contactor's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than \$_____ (which includes expenses and additional services (if any) during the term of this Agreement).

B. Expenses. The City will not reimburse Consultant for any expenses, unless expenses are agreed upon in advance in writing by both parties and/or set forth in the **Exhibit B**.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Consultant. 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. Neither City nor any of its 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, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subconsultants shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant and its officers, employees, associates and subconsultants, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subconsultants shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent Consultants in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subconsultants, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Consultant relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 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. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subconsultant, its officers, agents, servants, employees,

subconsultants, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subconsultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall 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.

C. Insurance Requirements not Limiting. 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. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall provide insurance in the amount required by California law.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing

Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 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 City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, 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.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. SubConsultant Insurance Requirements. Consultant shall require each of its subconsultants that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least ten calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date 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. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by

courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: City Manager
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

If to Consultant:

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subConsultant or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subconsultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subconsultants and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business days" means days Maywood City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Maywood.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Maywood,
a California municipal corporation

Consultant:

By: _____
Eduardo De La Riva
Mayor of the City of Maywood

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

COMPENSATION

ATTACHMENT NO. 2

Part / Proposer:	AMC SOLUTIONS	REDFIRE IT	INTERWEST CONSULTING GROUP, INC.
PART 1.0 - 30% - Costs COMBINED RATING POINTS	28.33	25.00	25.33
Costs of Respective Proposers	a) One-Time - \$3,150 for Enterprise Architectural Review b) On-going A - \$3,150 per month for maintenance / help / times for first 12 months equals \$37,800 per year c) On-going B - \$3,150 per month for maintenance / help / times months 13 through 24 equals \$75,600 for subsequent years d) 3 year cost = \$116,550 + \$3,150 One Time + \$37,800 Year 1 + \$37,800 Year 2 + \$37,800 Year 3	a) One-Time - No Enterprise Architectural Review proposed b) On-going A - \$4,537 per month for maintenance / help / times for first 12 months equals \$54,444 per year c) On-going B - \$3,801 per month for maintenance / help / times months 13 through 24 or equals \$91,224 for subsequent years d) 3 year cost = \$145,668 + \$0 One Time + \$54,444 Year 1 + \$45,612 Year 2 + \$45,612 Year 3	a) One-Time - \$5,650 for Enterprise Architectural Review b) On-going A - \$3,680 per month for maintenance / help / times for first 12 months equals \$44,160 per year c) On-going B - \$3,680 per month for maintenance / help / times months 13 through 24 equals \$88,320 for subsequent years d) 3 year cost = \$138,130 + \$5,650 One Time + \$44,160 Year 1 + \$44,160 Year 2 + \$44,160 Year 3
PART 2.0 15% - Responsiveness to RFP - COMBINED RATING POINTS	13.67	8.67	14.5
2.1 Assess the City's Current Enterprise Architecture 2.5 Points Possible	2.33	1.00	2.50
2.2 Desktop Support 2.5 Points Possible	2.17	1.17	2.50
2.3 On-Premise and/or Cloud Server Administration Services 2.5 Points Possible	2.17	1.00	2.50
2.4 Network Administration Services 2.5 Points Possible	2.50	2.50	2.50
2.5 Network Security Services 2.5 Points Possible	2.00	2.00	2.00
2.6 Technology Planning 2.5 Points Possible	2.50	1.00	2.50
PART 3.0 - 20% - Qualifications and Experience - COMBINED RATING POINTS	18.00	15.33	20.00
PART 4.0 - 10% - References and Previous Performance - COMBINED RATING POINTS	9.00	7.67	10.00
PART 5.0 - 25% - Experience Implementing Similar Services - COMBINED RATING POINTS	23.67	23.33	25.00
TOTALS (PART 1.0 + 2.0 + 3.0 + 4.0 + 5.0) -- COMBINED RATING POINTS	92.67	80.00	94.83

ATTACHMENT NO. 3

2019 Technology Proposal for City of Maywood

Date

October 25, 2019

Prepared By:

Scott Cordell

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Redfire Technology

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Prepared for:

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City of Maywood

4319 East Slauson Avenue

Maywood, CA. 90270



Statement of Confidentiality

This document contains trade secrets and information that is company sensitive, proprietary, and confidential, the disclosure of which would provide a competitive advantage to others. Therefore, this document shall not be disclosed, used, or duplicated, in whole or in part, for any purpose other than to evaluate the requirements herein. This Proposal and cost schedule shall be valid and binding for Ninety (90) days following Oct. 25 2019 and will become part of the contract negotiated with the City.

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Redfire Technology has provided information technology solutions to the SMB market since 2008. Our relationships with partners such as Microsoft, Watchguard, Dell, Cisco and Sophos have allowed us the ability to design, scale and implement effective infrastructure solutions for our diverse client base. Our solution stack includes wireless, local and wide-area networking, as well as managed services. As a Microsoft and WatchGuard partner, our core competencies include networking infrastructure solutions and support.

We specialize in educating you in the information technology options available to ease your business' IT concerns in today's online world. Our professional scope ranges from engineering and implementing local and wide area networking solutions, to the ability to architect and design custom backup and disaster recovery solutions to address your specific business needs. Redfire Technology network and technical engineers' combined experience allows us to successfully provide custom, affordable solutions to our valued Clients.

Our technical expertise enables us to provide network design and support, as well as communication design for office automation; utilizing technologies such as point-to-point tunneling protocol and virtual private networking. These technologies provide the ability to securely design and structure your equipment, optimizing communication, productivity and overall business progress.

By coordinating and managing all of your technical solutions and vendors, and proactively managing your network, you will see the benefits in the ability to completely focus on running your business.

Redfire Technology is uniquely qualified to provide IT projects and ongoing service support for the City of Maywood. As of October 2019, we have 36 clients on a managed service plan that Redfire provides on a monthly basis with over 80 clients on the books that we have done business with in the last 12 months.

Currently we have one public sector client which is the City of Maywood. We have been providing IT services to Maywood for about 5 years now dating back to when Lilian Myers was the City Administrator. Redfire was brought in as a sub-contractor to Brass Start Productions to assist with technical support and network administration. After Brass Star Productions decided to stop providing services to Maywood, Redfire was able to continue providing technology services.

References

Claremont Escrow

Heather Johnson, CFO
heather@claremontescrow.com
909.399.1171
405 W. Foothill Blvd. Suite 101
Claremont, CA. 91711
12 employees
3+ years

PayrollCentric

Melvin Johnson, Manager
mjohnson@payrollcentric.com
310.258.9703
5777 W. Century Blvd.
Los Angeles, CA 90045
30 Employees
10+ years

Abundant Living Family Church

Bob Caro, Controller
bcaro@payrollcentric.com
909.987.7110
10900 Civic Center Drive
Rancho Cucamonga, CA 91730
100+ employees
10+ years

We sincerely appreciate the opportunity to present this RFP. Pricing can be found on page 16

Sincerely,
Scott Cordell

President, MBA

Cordell Network Solutions, DBA Redfire Technology Services

Tax FEIN: 80-0145101



SCOPE OF SERVICES

1.1.1 Enterprise DRM

Data Reference Model:

An enterprise data reference model of each application is outside the scope of this RFP and can be completed as a project upon approval.

1.1.2 Line of Business Applications

Abila:

Abila is the primary accounting application used by Maywood. It is produced by Sage. Abila manages the general ledger, payroll, accounts payable, accounts receivable, and cash receipts and purchase orders.

MIP Fund Accounting (Abila) is hosted on the MWCH-APP-01 server which is server 2016. This was upgraded earlier in 2019. The SQL backed is running on SQL 2014. This application is up to date.

HDL:

This application has multiple modules. There is the Business License, Code Enforcement, and Building Permit modules of the application.

HDL is hosted on the SQLAPP-1 server which is Server 2012 R2. This was upgrade in Mid 2016. The SQL backed is running SQL 2014. This application is up to date.

Fusion DNA:

This is the access control software that manages the access cards on City Hall property. The current version of the application is a number of versions behind along with Microsoft SQL. The application is hosted on MWCH-ACCESS which is a server 2012 R2 OS.

An upgrade is required for both parts to the application (database and application). However, before this can be done a new version of the software must be purchased from the security vendor company (JMG Security).

WinCite:

This application does not have anything hosted locally. Files are uploaded via a secure FTP communications channel to the Phoenix Group. At this point there are only a couple users of this application. It is not hosted on premise.

1.1.3 Infrastructure Reference Model (IRM)

Current Server Infrastructure:

There are currently five server operating systems in production across two hardware servers. There is a virtual server running VMWare hosting the following servers:

- MWCH-APP-01 (Server 2016)
- MWCH-FILE1 (Server 2008 R2)
- MWCHDC1 (Server 2008)
- SQLAPP-1 (Server 2012 R2)

This server was purchased in late 2016 through Dell. It is a Dell PowerEdge R430.

There is a stand-alone hardware server that manages the access control system for the city. This is a Dell PowerEdge R430 that was purchased in late 2018 and it is home to the MWCH-ACCESS (Server 2012 R2) server.

The life expectancy of these servers is estimated at about 5 years. The VMWare server does not need to be replaced until early 2022 and the access control server will not need to be replaced until late 2023.

Current Switch Infrastructure:

There are currently three Cisco switches located within main data room. All network configurations are configured with a default VLAN 1 as a flat network. Meaning there is no network segmentation. The main network address range is 192.168.1.0/24 which is the default network addressing.

- SG300-52 – Server Rack purchased in Dec 2015
- SG300-28 – In the rack that will be leased to the Sheriff office. Purchased Jan 2016
- SG200-08P – In the server rack. Provides Power Over Ethernet (POE) for access points. Jan 2016

DISCLAIMER: This was a networking design that we adopted when the original consultant configured the Maywood network over 10 years ago. We have made attempts to reconfigure according to best practice, but approval was never granted to properly make the necessary network changes.

Current Wireless Infrastructure:

The wireless network has a total of three access point within the city hall. They are Motorola/Zebra access points centrally managed by a virtual controller. Wireless was provided to allow internet access only but not allow access to any local network resources. This was an admin decision at the time of installation.

- MWAP-VC – AP-7522E67030-US
- MWAP2 – AP-7522E67030-US
- MWAP3 – AP-7522E67030-US

Current Printer Infrastructure:

There are various printers around the office that are a number of different manufactures. Xerox, Dell, and HP LaserJet. Most printers are network printers with only a few that are connected via USB. A couple are leased by a third party vendor.

1.1.4 Developing a Security Reference Model (SRM)

Current Security Model:

The current security that is in place has increased since we began providing technology services to the city. In the past there used to be virus issues a couple times per year. We have implemented the following security measures since providing Managed IT Services:

- Centrally managed ESET AV
- Malwarebytes security
- Malwarebytes anti-ransomware
- Malwarebytes Anti-exploit
- Cloud Predictive Security – Cisco Umbrella DNS Filtering
- SSL VPN Access
- WatchGuard Firewall with Security Services
- Reflexion Spam Filtering
- Backup and Disaster Recovery with local virtualization

Proposed Security Model Changes:

Security these days has become a moving target, but the best approach is to make sure all employees has the knowledge to understand and be aware of the risks. In addition to the security services that are already provided the expansion of services would include what is called a zero-trust network. The only downside to this will be employee adjustment and tolerance. A redundant firewall is not required unless the city wanted to bear the expense for high availability which would also include the need for a secondary internet connection which could increase the monthly expense for internet close to an additional \$500 per month.

Implementing a zero-trust network would include the above options and also include the below options.

- Disk Encryption
- Disable USB drives
- 2 Factor authentication for Windows Logins
- 2 Factor authentication for SSL VPN Access
- 2 Factor authentication for Office 365 access
- Employee training and risk assessment of user behavior
- Convert backups to Linux backup appliance

1.1.5 Architectural Approach

Reconfiguration approach:

All reconfiguration tasks of any project will follow best practice guidelines for security, networking and Microsoft best practices.

All changes will be communicated and agreed upon by Redfire and the City of Maywood representatives before tasks are started.

1.2 Approach to Reference Model

Proposed Server Infrastructure:

The proposed changes that Redfire is recommending would be to update the 2008 servers to a new operating system of Server 2019. The file server would also need to be upgraded as well. Previous administration did not want to move any services to the cloud so the idea of moving the file server to SharePoint was not an option in the past.

We would strongly recommend moving the file server documents to SharePoint within Office 365. This will require all users accessing Office 365 to have a license supporting SharePoint access. There are a few options for Office 365 licensing.

Regarding Office 365 the minimum license we recommend would be Business Premium which is \$12.50 per user per month. However, we would recommend Office 365 E3 as it provides more security features and Data Loss Prevention options than Business Premium for \$20 per user per month.

NOTE: Redfire has provided proposals at the beginning of 2019 that included licensing, hardware, and labor requirements.

Proposed Switch Infrastructure:

There is no need to make any hardware switch changes within the next 2 years, however within 3 years we will need to consider replacing the network switches in the data room as they will be over 5 years old. Ideally, we would like all the switches within one rack but that is not feasible without redoing the cabling within the building. This would cost an estimated \$20K+ from a reputable cable vendor.

Redfire does strongly recommend implementing VLANs on the network to segment network traffic. The network segmentation would separate servers, desktops, printers, and wireless.

- VLAN 100 – Servers
- VLAN 101 – Desktops
- VLAN 102 – Desktops

- VLAN 103 – Printers
- VLAN 104 – Wireless access corporate
- VLAN 99 – Wireless access Guest access

Proposed Wireless Infrastructure:

Wireless access points do not need to be replaced until about 2021. Redfire does recommend making some adjustments to the access points to allow for corporate access from laptops and keep guest access for mobile devices and guests. Two SSID's will be created. This project should be implemented in 2020.

Firewall Replacement:

Before April 2021 the current firewall will be end of life from the MFG. Maywood would need to replace the firewall before that time.

1.3 On-Premise to Cloud Transition

Office 365 SharePoint

Our Recommendation would not be to move all applications and services to the cloud. However, there are a few services that can be moved to the cloud. Email has already been moved to the cloud since it is on Office 365. Moving the file server to SharePoint on Office 365 is another good use of cloud services.

Taking office 365 a step further would be beneficial to move the file server to Office 365 SharePoint to provide a more open access to City employees and representatives to access documents from both inside and outside the network. Our approach would be to move department files from the on-premise server to Office 365 utilizing BitTitan migration tools. Office 365 SharePoint will allow representatives of the city of access SharePoint files from either a Windows device, or mobile device with MFA enabled security.

1.4 Implementation

The implementation time frame is addressed in each of the tables for each year in the Pricing Section. All labor pricing is included in the monthly fee. Any licensing and hardware related costs will be budgeted and purchased at the needed time. Hardware pricing is a current estimate of today's pricing but is subject to change due to external factors such as tariffs and vendor pricing.

Currently the majority of licensing and hardware is purchased through CDW Government.

1.4.1 Hardware Portfolio

Desktops

Most of the current hardware was covered in section 1.1.2. Over 90% of all desktops are still Windows 7 Pro on Lenovo ThinkCentre M700 desktops. There is a currently a proposal to replace most hard drives in the computers with a larger SSD and re-install windows with a current license of Windows 10 Pro.

At this point there is no need to change hardware vendors. With keeping the same hardware vendor across the hardware platform, there are many benefits that can be attained. Mainly economies of scale for management and troubleshooting with a single hardware vendor for desktop computers.

Servers:

All server hardware is currently Dell PowerEdge servers in production which was covered in section 1.1.2.

Switches:

Currently the network switches are Cisco SG series switches.

Microsoft Office:

Currently Office 2013 is licensed with a volume license from Microsoft and the version is getting outdated.

1.4.2 Recommended Hardware

Servers:

We recommend keeping Dell PowerEdge servers in use as new hardware is installed/replaced. The current model is Dell R430 model. Dell upgrades their models often, but the Dell 400 or 600 series is sufficient for the City of Maywood.

Switches:

As new hardware is installed/replaced we recommend staying with Cisco SG series because they are a reputable MFG with reliability.

Microsoft Office 365:

We strongly recommend utilizing Microsoft office 365 desktop apps for Word, Excel, Outlook Etc. Microsoft's subscription model ensures that all licensing stays current and does not fall behind.

Desktops:

By the 3rd year of this proposed service agreement the computers will need to be replaced. It is recommended that the City either Stay with Lenovo ThinkCentre hardware or move to Dell OptiPlex Hardware. The decision may come to price on which vendor offers better pricing. We recommend splitting the desktop purchase between 2021 and 2022.

1.4.3 Useful Life of Hardware

Desktops

The majority of computer hardware the city has will last 4-5 years. Adding memory and a new SSD to the workstations will prolong the hardware by one year. 2021 will be the year to beginning planning a hardware refresh of the desktop computers to begin replacement in the end of 2021.

Servers:

Server are expected to last about 5 years. They can be pushed to 6 years, but it is recommended to plan for replacement before the the 5-year mark.

Network Equipment:

All network equipment, Switches, Firewall, Access Points will have a life expectancy over 5 years. It is recommended at the 5 year mark to plan for replacement as requirements dictate or before they are end of life from the manufacturer.

SUPPORT AND ADMINISTRATION

1.1 – 1.1.6 Desktop Support

Help Desk Support

Your employees can submit trouble tickets and "how-to" questions via email (support@redfireit.com) or call our help desk. Remote support and remote management will be provided for all basic support needs related to the operating system, Internet connectivity, email access and standard Microsoft Office applications. Our Services include remote help desk support during business hours.

Redfire Technology has a management agent on each system that monitors the health of the systems. When something falls outside of normal operations on the desktop an auto generated alert will be sent to our ticketing system. We are able to perform routine maintenance, and Microsoft patch updates through the agent without connecting to the end user desktop interface.

On-Site Support

Our Managed Service includes on-site service calls for server, network and desktop support. The frequency of on-site visits is predicated by incidents that the Redfire Technology help desk is unable to resolve remotely.

3rd Party Vendor and ISP Management

Redfire Technology will work with you and 3rd party technology vendors to resolve issues as they arise. For example, if you experience an Internet outage, Redfire Technology will work directly with the ISP instead of requiring you to handle the communication and coordination.

RESPONSE AND RESOLUTION TIME

The following table shows the targets of response and resolution times for each priority level.

REPORTED TROUBLE	PRIORITY	RESPONSE TIME (IN BUSINESS HRS.)	RESOLUTION TIME (IN BUSINESS HRS.)	ESCALATION THRESHOLD (IN BUSINESS HRS.)
Service not available (All users and functions unavailable.)	1	Within 2 Hours	ASAP - Best Effort	Best Effort
Significant degradation of service (Large number of users or Business Critical Functions affected.)	2	Within 4 Hours	ASAP - Best Effort	Best Effort
Limited degradation of service (Limited number of users or functions affected, Business Process can continue.)	3	Within 24 Hours	ASAP - Best Effort	Best Effort
Small service degradation (Business Process can continue, one user affected.)	4	Within 48 Hours	ASAP - Best Effort	Best Effort

Please note: All work done after hours is done at "Best Effort" to find a solution.

WORKSTATION & HELPDESK SUPPORT

DESCRIPTION	FREQUENCY	INCLUDED
8x5 Live remote technical support	As needed	YES
8x5 onsite support	As needed	YES
Routine Maintenance	Ongoing	YES
Auto-fix Scripts to resolve many desktop issues automatically	Ongoing	YES
Anti-virus updates	Ongoing	YES
Spyware scan and removal	Ongoing	YES
Patch management	Ongoing	YES
Temporary file deletions	Ongoing	YES
Alert Management	As Needed	YES
Software Inventory	As Needed	YES
Office 365 updates	Ongoing	YES

3.1 - 3.1.12 On-Premise and/or Cloud Server Administration Services

24x7 Proactive Network Monitoring

Redfire Technology will install management software on the servers and desktops to provide remote monitoring and support. Your network is monitored 24x7 to detect and report problems before they escalate into downtime, data loss, or expensive repair issues. Our service includes detecting:

- Down servers, routers, and Internet connections
- Server issues, such as low storage space and failed Windows services
- Failed application services
- Incomplete and failed backups of approved backup solutions

Intelligent Patch Management

To maintain the security and stability of your systems, Redfire Technology will carefully review then remotely deploy critical Microsoft security patches on covered servers and workstations during scheduled maintenance windows.

Preventative Monthly Maintenance

Each month, Redfire Technology will run through a maintenance checklist to verify your servers and network are operating properly and that critical automated processes are functioning correctly.

SERVERS		
Manage Windows Servers	Ongoing	YES
Check Print Queues	As needed	YES
Server Monitoring and Crucial Services Alerting	Ongoing	YES
Monitor Event Log for potential issues	Ongoing	YES
Monitor Hard Drive free space on Server(s)	Ongoing	YES
Monitor Server Resources	Ongoing	YES
Monitor Active Directory replication	Ongoing	YES
Manage Group Policy	As needed	YES
Reboot Servers if needed	As needed	YES
Scheduled off time Server Maintenance	As needed	YES
Management of Network Users, Email Accounts & Security/Email Distribution Groups	As needed	YES
Perform Microsoft Updates as per company policy	Ongoing	YES
Install Approved Line of Business Application Updates	As needed	YES
Alert Client to any serious server conditions	As needed	YES

APPLICATIONS

Ensure Microsoft Office applications are functioning as designed	Ongoing	YES
Ensure line of business applications are functioning as designed	Ongoing	YES

4.1 - 4.1.8 Network Administration Services

Network Administration

Administering the network includes the Internet access, network switches, firewall, and wireless access. Internet reports will be configured to identify the biggest talkers on the network to identify any bandwidth bottlenecks. Redfire will provide but will not be limited to the below.

- **Network Device Connectivity:** Redfire Technology will manage and remediate any issues or problems related to internal network switches and routers. Additional fees may be incurred for replacement of equipment or upgrades.
- **Remote Office Connectivity:** Redfire Technology will provide support for all remote office connectivity at the location addresses stated in the Proposal.
- **Firewall:** Includes maintaining the appropriate configuration and updates of the firewall to secure the network according to manufacture specifications.
- **Network Policy Enforcement:** Redfire Technology can enforce network policies by permitting or denying access to applications or specific folders.

NETWORKS

Performance Monitoring/Capacity Planning	As needed	YES
Monitor Network Switches and Internet Connectivity	As needed	YES

VENDOR MANAGEMENT

Manage the following vendor relationships:	As needed	YES
- Phone, Telco, and Internet	As needed	YES
- Copiers	As needed	YES
- Faxes and scanners	As needed	YES
- Website designer and hosting company	As needed	YES
- Proprietary software applications	As needed	YES

5.1 – 5.1.5 Network Security Services

AntiSpam Service

Redfire Technology 's included hosted AntiSpam solution quarantines Spam and emails containing viruses, worms and other malicious content and delivers only the clean email to your server. This reduces the load on your server and network and helps protects your organization from downtime associated with malware. Each user gets a web based dashboard to manage individual white and black lists and review their quarantined emails.

This service also includes Email Continuity, which automatically queues emails when your email server is unavailable and then delivers them when the server connection is restored. Inbound emails sent since the time the server became unavailable are accessible within the portal, but historical emails, contacts and calendar events are not. The Email Continuity feature can queue an unlimited number of emails during an email server outage with a maximum retention of 14 rolling days.

Antivirus Service

Redfire Technology will protect your computers and servers from viruses and other threats by providing a managed AntiVirus & Anti-Malware subscription service, which will run on your machines and scan for viruses in the background so that performance is not affected. Redfire Technology will manage the AntiVirus software versions and configuration.

Cisco Umbrella

Redfire Technology will protect your network and users with the Cisco Umbrella service. Umbrella uses the internet's infrastructure to block malicious destinations before a connection is ever established. By delivering security from the cloud we can provide more effective security. The Cisco Umbrella service prevents viruses from being downloaded by blocking connectivity to the malicious website before the malware can be installed.

SECURITY

Check Firewall Logs	As needed	YES
Manage Security Services on the Firewall	As needed	YES
Manage Client Provided Content Filtering Policy	As needed	YES
Manage Email Spam/Virus Filtering Solution	As needed	YES
Manage Client Provided VPN Policy	As needed	YES
Monitor Anti-Virus Agent	Ongoing	YES
Manage Client Provided File Security Policy	As needed	YES
Set up new users including login restrictions, passwords, security, applications	As needed	YES
Set up and change security for users and applications	As needed	YES
Monitor for unusual activity among users	As needed	YES

Backup and Disaster Recovery Service

City of Maywood backup strategy moving forward will be an automated solution on a Linux Server. A BDR backup appliance will provide tape-less backups to the server and offsite backups to a secure data center to protect against total site disasters. The BDR backup solution offers server virtualization both onsite and offsite, which will eliminate down time due to a total server loss both onsite premise and offsite. The BDR will duplicate the downed server on a virtual machine within the BDR unit until it can be physically replaced or restored. 4TB of offsite backup is also included. Additional data can be added at a cost of \$50 per 1TB.

DISASTER RECOVERY

Monitor Backup Status	Ongoing	YES
Monitor Nightly Test Virtualizations	Daily	YES
Manage Automated Offsite Backups	Ongoing	YES
Perform Same Day Disaster Virtualization	As needed	YES

6.1 – 6.1.6 Technology Planning

Strategic Planning

You will be assigned a Virtual Chief Information Officer (vCIO), who will be a key resource for creating strategies that align technology decisions with your business plans and goals. Your vCIO will meet with you to conduct an in-depth strategic business review and analysis of your network to help you plan for future needs and stay abreast of technology trends which may improve your business performance. The vCIO will be different from your primary engineer to provide a fresh perspective from a higher-level view.

Technology Roadmap

As your technology adviser, your vCIO can assist you in planning for the future by creating a Technology Roadmap that will help prioritize capital expenditures, create technology budgets and plan for events, such as office relocations and system upgrades.

Solution Design

When you are considering a new or upgraded technology solution or have a business need that technology can solve, your vCIO can develop a custom design and show how it would work for your business and meet your specific requirements.

Reviews

Up to four times per year, Redfire Technology will perform an analysis of your network's trends, security, and performance, as well as allow you to review our performance and identify areas for improvement. This time is also used to review if you are on the plan that best meets your support needs.

MANAGED IT SERVICES PRICING



Managed IT Services Plan Comparison

DESCRIPTION	PREMIUM
24x7 Network & Critical Device Monitoring	✓
Critical Services Automatically Restarted	✓
Regular Preventative Maintenance	✓
Desktop Patching and Security Updates	✓
Server Patching and Security Updates	✓
Immediate Alerting	✓
Automated Trouble Ticket Generation	✓
Redfire's Best Practices to Administration	✓
Technology Consulting	✓
Disaster Recovery & Data Backup	✓
Telco Audit	✓
Antivirus Management and Licensing	✓
Antimalware Suite Management and Licensing	✓
Cisco Umbrella Services	✓
Spam Control	✓
My Glue Password Protection & Documentation	✓
VPN Access	✓
Remote Support	✓
Onsite Support	✓
Vendor Management	✓
New Solutions / Installations / Environment Changes	Professional Services

PLAN PRICING	PREMIUM PLAN
Monthly Fee 1 st 12 mo. (Includes Project Pricing per mo.)	\$4537.00
Monthly Fee Subsequent 24 Mo. (Includes Project Pricing per mo.)	\$3801.00
*Labor for projects in annual project tables is included in monthly price	

PRICING SCHEDULE

Changes to Quantity of Users and Locations	PRICING
Per User Price Initial qty 21 per mo.	\$150.00
Additional Locations for Management and Monitoring per mo.	\$350.00
Per Server Under Management per mo. Above initial 4 (includes backup)	\$300.00
Office 365 E3 Licensing per mo.	\$20.00
Office 365 Business Premium per mo.	\$12.50
Office 365 Plan 1 Exchange per mo. Included in monthly pricing (add. 28)	\$4.00

SERVICE DECLARATIONS

Number of Workstations and Laptops	21
Number of Users under Management	21
Number of BDRs	1
Number of Servers	4
Number of Locations	1
Number of Remote Users	0
Qty of Spam Users	21

LOCATIONS

Site Name	Street	City	State	Zip
City Hall	4319 E. Slauson Ave	Maywood	CA	90270

NOT COVERED EQUIPMENT & SERVICES

Workstations and Laptops older than 5 years old or not covered under MFG warranty or a plan to replace
 Workstations and Laptops with OS older than Windows 10
 Shared printers connected by USB
 Home Network Environments for all Employees
 Other locations not listed in this Proposal
 Equipment moves or changes to the network or user environment
 Voice/Data Cabling including phone system support

**Any work performed on unsupported equipment is subject to additional charges*

AFTER HOURS RATES

LABOR SERVICE (AFTER BUSINESS HOURS M-F 8-5)	LEVEL I RATE	LEVEL II RATE
Remote Network Management: <i>Afterhours</i>	\$172.50/hr.	\$187.50/hr.
Onsite Support: <i>Afterhours (2 Hour Minimum)</i>	\$172.50/hr.	\$187.50/hr.

NEEDED PROJECTS 2020

This Section was already Budgeted for 2019 and put on hold	PRICING
Licensing to upgrade the domain controller	\$800.00
User CAL for Server 2019 (25 user)	\$725.00
*Labor to Upgrade Server Domain controller (15 hr @ \$125)	\$1875.00
Memory (RAM) upgrade on current computers x16	\$1280.00
Samsung SSD 860 EVO 500GB x18 (103.50 ea)	\$1863.00
Windows 10 Pro Licensing (Volume) x18	\$3366.00
*Labor to Install Windows 10 on New SSD x21 (63 hr @ \$115)	\$7245.00
Replacement Computers Lenovo x2	\$2200.00
*Labor to Deploy New Computers x2 (3 hr each)	\$690.00
Total Hardware and Licensing	\$10,234.00
Total Labor	\$9,810.00
This Section is not yet Budgeted for 2020	
Firewall Replacement WatchGuard M200 (3 yr security services) End of 2020	\$3040.00
Labor to Replace Firewall (5 hr @ \$125)	\$625.00
*Annual Licensing for Firewall Security Services after first 3 yr	\$560.00
Bit Titan Licensing for data migration to SharePoint	\$150.00
*Labor to migrate data and re-point computers for access (25 hr @\$125)	\$3125.00
*Labor to segment network to best practices (12 hr @ \$125)	\$1500.00
*Labor to make best practice changes For WiFi (4 hr @ \$125)	\$500.00
Licensing for Updating Access Control Software (estimate as license from GMG Security)	\$5000.00
*Labor to update SQL database and new software version	\$1000.00
Total Hardware and Licensing	\$8190.00
Total Labor	\$5500.00

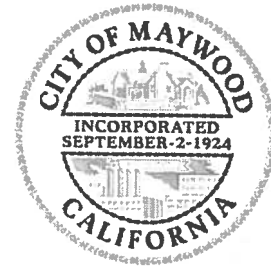
NEEDED PROJECTS 2021

Estimated Pricing for 2021 Projects	PRICING
Estimated Switch Replacement 52 port in 2021	\$2281.33
Estimated Switch Replacement 28 Port in 2021	\$1481.33
*Labor to install switches in 2021 (3 hr per switch @ \$125)	\$750.00
Estimated Access Point Replacement in 2021 x3 (\$500 ea)	\$1,500.00
*Labor to Replace Access Points in 2021 (3 hr per AP @ \$125)	\$1,125.00
Estimated Desktop Replacement Lenovo (\$1100.00 each) x9	\$9900.00
*Labor to Replace Workstations in 2022 (3 hr per switch @ \$115) 27 hr	\$3105.00
*Labor for Data Closet Cleanup	\$1725.00
Total Hardware and Licensing	\$15,162.66
Total Labor	\$6705.00

NEEDED PROJECTS 2022

Estimated Pricing for 2022 Projects	PRICING
Estimated Desktop Replacement Lenovo (\$1100.00 each) x18	\$9900.00
*Labor to Replace Workstations in 2022 (3 hr per switch @ \$115) 54 hr	\$3105.00
Dell PowerEdge VMWare Host Replacement	\$6000.00
*Labor to Move Server Operating Systems (25 hr @ \$125)	\$3125.00
Total Hardware and Licensing	\$15,900.00
Total Labor	\$6,230.00

ATTACHMENT NO. 4



RFP Response

Enterprise Architecture Assessment and Technology Support Services

City of Maywood
City Clerk's Office
Attention: Jennifer Vasquez, City Manager
4319 Slauson Avenue
Maywood, CA 90270



www.amcsolutions.com

DELIVERING MODERN IT STRATEGIES SO EVERY
EMPLOYEE CAN BE MORE PRODUCTIVE

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3A. COVER LETTER

3A1.

Advanced Microcomputing Concepts, Inc. (AMC)
550 W Cienega Ave. Ste H
San Dimas, Ca 91773
877-715-5262

Anthony Chiappetta
CEO
550 W Cienega Ave. Ste H
San Dimas, Ca 91773
anthony@amcsolutions.net
909.592.0224

3A2.

Federal Tax ID: 20-0890836

3A3.

Our understanding of the services to be performed are two parts:

- Assess the 'As Is' technology environment of the City of Maywood:
 - o Perform analysis
 - o Make recommendations to reduce costs and/or increase interoperability across City Departments, partners, customers, clients and citizens
- Providing outstanding End User Services for the City of Maywood

3A4.

Signature of Authorized Corporate Officer to bind the applicant to both this proposal and cost schedule:

Anthony Chiappetta

CEO

Advanced Microcomputing Concepts

3A5.

This proposal and cost schedule shall be valid and binding for Ninety (90) days following proposal due date and will become part of the contract that is negotiated with the City.

3B. QUALIFICATIONS

3B1.

For over 17 Years (since 2002), Advanced Microcomputing Concepts (AMC) has been providing IT services to organizations with headquarters in Southern California and remote offices throughout the world.

3B2.

For 17 Years, AMC has provided Managed IT Services and Consulting, identical to the services requested in the RFP: Enterprise Architectural Review and Information Support Services for the City of Maywood.

3B3.

AMC delivers services identical to those requested in this RFP to 30 clients.

3B4.

AMC has 2 public sector clients and leads a peer group with 7 other City IT Managers in the San Gabriel Valley. The purpose of the group is to leverage the knowledge and experience of fellow IT professionals that work in municipalities to deal with increase security risks while making more efficient use of annual budgets.

3B5.

AMC is located at 550 W Cienega Ave. Ste H., San Dimas, Ca 91773.

3B6.

AMC has great people, amazing technology, solid company culture and adherence to client centric core values, but the reason the company is positioned to be successful in both the assessment phase and the ongoing support services phase of this RFP is because of its process or what we call The AMC Way.

The AMC Way is our methodology for providing Enterprise Architectural Reviews and IT Support Services for all of our clients. It is a proven framework and guarantees successful outcomes for the services outlined in this RFP.

3B7.

The AMC Way allows us to provide a guaranteed outcome for not only great support, but true IT strategy, forecasting, and budget creation that reduces reactive support. Because of our discipline to this process, we are able to analyze and determine the right cloud/on-premise strategy and then implement the plan on time and without surprises.

At AMC, we have clearly defined roles and responsibilities within our services that separates delivery areas. This allows our staff to focus on the delivery area for which they are responsible and dramatically increases our level of efficiency and expertise in each area. This structure of service has allowed AMC to scale to meet the needs of our clients in a pragmatic fashion: through our discipline to our process, we are able to control the amount of work in all delivery areas – including the amount of reactive time required for support. We know exactly how to staff our team as it is based on the number of users we support. We are also able to train new staff on how to create a consistent and excellent end result through the adherence to our process and the AMC Way.

The AMC Way™

Reactive Support

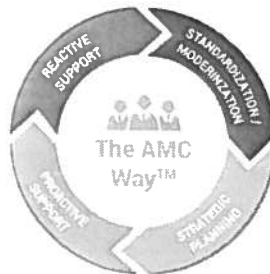
Customer Support Team

- 24x7 access to AMC's Support Desk
- Remote support for all customer equipment
- Answer 'how-to' questions
- Problem isolation and resolution
- Priority onsite support
- Manage technology vendor relationships

Standardization

Dedicated Network Administrator

- Infrastructure and network administration
- Regularly dispatched to complete onsite task list and implement AMC best practices
- Review centralized services for accuracy
- Ensure optimal configuration/setup for backend server services
- Comprehensive network documentation



Proactive Support

Centralized Services

- Microsoft security and patch management
- Real-time spyware and virus protection/licensing
- Cloud services, including Exchange, spam protection, and servers
- Pre-fail hardware alert monitoring/notification
- Offsite backup services
- Desktop and server optimization

Strategic Planning

Dedicated vCIO

- Technology summary of key technology areas
- Yearly budget planning
- Personal advisor for the technology decisions that impact your City
- Technology Solutions Design Desk

We have combined our clearly defined service delivery roles, responsibilities and process with a happy culture that looks to prevent problems. We have a daily and weekly meeting rhythm with required input and metrics from every member of our team and across departments. AMC is a cohesive organization that systematically, and continuously improves our client's environments and our own internal service delivery as well.

Below is an outline of the method, cost and results of our proprietary system for managing City IT environments.

The AMC Way™



Method

- City-minded IT processes and strategies
- Quick and permanent solutions to problems
- Security, backup, and management tools with proactive processes and monitoring
- Well-maintained documentation
- Regularly scheduled Best Practice visits with strategy in mind

Cost

- True fixed fee
- All support included, onsite and remote
- Includes necessary tools/subscriptions to support the City environment, such as security, backup, etc.
- New implementations and upgrades quoted as fixed fee
- **BEST VALUE** when it comes to results, risk reduction, overall cost, security, and functionality

Results

- Meet City goals and objectives
- Full compliance: cyber, HITECH, CJIS, PCI and other compliances
- Predictable results
- Predictable costs
- Long-term costs decrease in relation to technology and City objectives/drivers
- Strategy
- Best practices

3B8.

CITY OF SOUTH EL MONTE

AMC is proud to provide the City of South El Monte with Managed IT Services. They are similar to the City of Maywood in size of staff (they have 80 users) and number of locations.

Some of the work we have performed during our tenure:

- Currently Implementing Modern IT Services using Microsoft Government Cloud
- Consolidated servers from 16 to 4
 - o Working to have zero servers onsite in the next year
- Designed and implemented Wireless network that covers all City Buildings and Parks
- Replaced City phone system and network without any out of pocket expense while reducing monthly costs
- Provide immediate and timely support for staff 24x7
 - o They came from a traditional managed services model that had an IT person onsite once per week with backup helpdesk and weren't getting the level of support they were hoping to achieve

Contact Information for the City of South El Monte:

Rachel Barbosa - City Manager - 626.579.6540 rbarbosa@soelmonte.org

We provide 100% of IT management, strategy and budget for the City of South El Monte along with CJIS compliant cloud based disaster recovery for all servers.

CITY OF COVINA

As part of our efforts in municipalities, we work with local City IT Managers to collaborate. Because of the City of Covina's current Managed IT service model and agreement with their current vendor, there is no process for ongoing strategy and budget development. As such, we have helped them develop strategies for their managed printer and telecommunications strategies.

Contact information for the City of Covina:

Mike Johnson – IT Director - (626) 485-0412 – mike.johnson@covinaca.gov

Angel Carrillo – Assistant to City Manager – (626) 384-5410 – acarrillo@covinaca.gov

CALIFORNIA CUSTOM FRUITS AND FLAVORS (CCFF)

CCFF is a highly regarded manufacturing firm in the city of Irwindale with a staff of approximately 150 users and a network consisting of over 120 managed endpoints. CCFF operations demand highly available systems and 24/7 support for the multiple shifts of staff that operate around the clock. CCFF leverages AMC's Modern IT Services to outsource all of its Information Technology Management and Support. The scope of the relationship requires AMC to create a strategy for and manage all technical elements of the organization, which include, but are not limited to:

- Manage VMWare Virtualized Environment with Redundant iSCSI Network Infrastructure and Storage Area Networks (SANs)
- Migrate Server Infrastructure to Azure Enterprise Cloud
- Security Awareness Training to continuously educate staff on how to protect themselves and the company
- VoIP and Telecom Services Management
- Disaster Recovery Preparation Planning and Maintaining

Currently, a rolling 5-year budget is in place for all capital expenditures and AMC is 100% responsible to manage and maintain an IT budget of over \$3 million.

Contact Information for CCFF:

Jason Kim-Rastello - Director of Operations - 626.384.4688 – ikimrastello@ccff.com

AMC provides 100% of the IT management, strategy and support for CCFF along with Microsoft Enterprise Cloud and Security services.

3B9.

We have resumes available upon request as there are multiple people fulfilling different (but clearly defined) roles, here is a summary of the team of amazing and qualified people that would be working for the City:

THE VCIO AND STRATEGIST – ROBERT LERDSUWANRUT



Robert has a well-rounded set of experience: he has worked directly for Municipalities in the past, at other Managed IT Service Providers and served as an in-house IT Director for a nation-wide organization. This allows Robert to understand the “People Impact” of IT, along with the fiscal impact of each IT decision. He can discuss complex topics in plain English and build meaningful strategies with clients as a result.

Robert and his team would work with the City’s dedicated PSE to be heavily involved in the project of onboarding the City of Maywood to the AMC Managed IT Services program.

THE DEDICATED NETWORK ADMIN FOR PROACTIVE SERVICES – JEFF HOLLINGWORTH



Jeff’s formal education is in Computer Science from Cal Poly Pomona. He has expert level knowledge in: Security, Networking, Hardware, Software, Cloud Technologies and Multiple Programming Languages. His mastery in so many areas of IT and extensive experience in very large and complex network environments enables Jeff to architect and lead the successful implementation of new technologies in a manner that will best serve the City of Maywood. With the combination of Jeff’s inherent motivation to learn and help others, Jeff will use his skills to continually understand the organizational impact of technology

changes- and build plans to maximize staff productivity during both the design and implementation phases for all City projects.

THE REMOTE OPERATIONS CENTER (ROC) – THE AMC REACTIVE SUPPORT TEAM

The Remote Operations Center team specializes in providing outstanding and timely reactive support with an emphasis on managing client expectations. This means that every incident always has a next step in which the member of Staff being served agrees as the best course of action.

THE ROC TEAM - ISAAC SOTO, ALEX CHANG AND MAX PEREZ



All three of these professionals do not come across as your normal IT stereotype (they are incredibly kind, friendly, and warm to speak with) until there is an issue that requires their IT troubleshooting expertise – then their tenacity to solve problems quickly becomes apparent. With the combination of degrees in related fields and multiple certifications, this team works to build

a relationship with the City Staff. With excellent technical ability and soft skills, the ROC team is able to understand the impact and severity of reactive support requests and maintain the highest level of Staff satisfaction with the service they receive.

THE AUTOMATIONS ENGINEER – CAMERON SIN



Cameron is formally educated with a Bachelor of Science, Computer Information System Degree from Cal State University, Los Angeles. He is responsible for making sure that the City's Disaster Recovery Plan is operating as it should be on a day to day basis. Additionally, he is able to leverage his knowledge of programming to automate the resolutions of issues and reduce reactive issues, all while keeping systems patched and compliant.

THE PROFESSIONAL SERVICES ENGINEER - KYLE KINNEAR



Kyle has a degree from Cal Poly and 10 years of experience in Information Technology Management. His certifications include on premise and cloud based technologies. He brings this knowledge and dedication to our Professional Services Team so projects for the City of Maywood are executed on schedule and in a manner that leaves the City Staff excited to leverage their new technology.

In addition to the duties associated with Professional Services, Jeff and Kyle both support the ROC as the highest forms of escalation for reactive support. They have yet to uncover a complex issue for which they have been unable to resolve in a timely manner.

THE AMC DIRECTOR OF OPERATIONS - MARISSA MARQUEZ



Marissa initially began professional career as a teacher with the Charter Oak School District nearly 20 years ago. She utilizes her multiple degrees in Economics and Counseling Psychology to improve the processes, efficiencies, and team management of two Fortune 500 companies.

Marissa manages all technical resources at AMC for the best client experience and most efficient outcome.

3C. SCOPE OF WORK

The first 30 days will consist of multiple AMC personnel onsite as we perform a complete discovery of the City of Maywood's IT Environment, Vendors, and Contracts. We call this the 'AMC Onboarding Process' it results in a thorough Enterprise Architectural Review and is what allows us to create a comprehensive strategy for each item requested in the City's RFP and more.

We have a 400+ point checklist that we use as our Managed IT Service, we go through aspects of it monthly during our onsite Proactive visits, but during the first 30 days, we go through every check and audit every component of the current Technology Plan.

The 'AMC Onboarding Process' is how we start our engagement and begins our IT Support Services. Below is a summary of the scope for each role or 'delivery area' in our service.

DELIVERY AREA 1: THE AUTOMATIONS DEPARTMENT

This **PROACTIVE** delivery area is responsible for managing the tools used to monitor and maintain the City's infrastructure.

The **Core** of work related to this delivery area include, but are not limited to the following:

- Monitoring and review of:
 - Status of Servers (Resource Allocations)
 - Status of the Network
 - Logs for normal execution and performance
- Preparation of reports and outputs for distribution
- Reviews of Security Logs and for Unusual Activity
- Performing Backups and restores of all systems, servers and network equipment
- Maintaining, filing, organizing, storing, status reporting on all operation and network activity records and reports
- Patching Operating Systems and Common Third Party Applications such as Flash or Java
- Asset Management for hardware (including warranty status, acquisition date, etc.)
- Anti-virus software management and maintenance

This department is measured by Key Performance Indicators (KPI's) around Patching, Anti-Virus Updates, and having Successful Backups every day.

The **Essence** of this Role is to:

- Identify high impact issues for the City and prevent a downtime incident occurring
- Make small gains across the entire network through automations that equal big improvements in reactive support reductions over time
- Curiosity to solve big problems
 - Our Automations Engineer is working hand in hand with our Reactive Support Team to find ways to use automation to prevent support requests from occurring

The **Results** of this Role are to:

- Lower the City's risk through monitoring, maintenance and automations
- Improve the other delivery areas and find new efficiencies with automation

Commercially licensed software that is provided as part of this role, and included in the AMC Managed IT Services flat fee are:

- Cloud Based Email Security & Archiving for eDiscovery
- Anti-Virus Software Licensing
- Network Monitoring Tools
- Network and System Management Tools (for patching and documentation)
- Reporting Tools

DELIVERY AREA 2: NETWORK ADMINISTRATION / PROACTIVE SERVICES – BEST PRACTICE AND ALIGNMENT

This **PROACTIVE** delivery area is at the heart of what separates AMC from all other IT vendors. It is what allows all roles in our service delivery model to act in unison and our service impossible to duplicate. This role requires a Proactive Service Engineer (PSE) to be onsite for FULL DAY PROACTIVE SERVICE VISITS with a minimum of 1 per month. As we will explain below, the process of this proactive role requires time and discipline, as such, if reactive support requests come up during the visit, the PSE will work with City Staff in a helpful manner to provide a proper handoff to the Reactive Support Team that includes a thorough explanation of the issue.

Because of the amount of time spent onsite learning the City's technical requirements/applications and infrastructure, the PSE is designated as the role that is responsible for the *Technical Relationship with the City*.

The **Core** of the work related to this delivery area is performed during the scheduled Proactive Service Visits. During these visits, the PSE's main objectives are to constantly update the documentation of the ever-changing environment and perform a task we call '**Standards and Best Practice Alignment**' on an ongoing basis.

The documentation of the City's IT environment would include, but not be limited to:

- Workstation Setup and Configuration
- Applications:
 - Information and Operational Impact on City Functions if application is unavailable
 - Support Information
 - Installation Process and associated timing
 - Upgrade Procedure

- Application Specific Maintenance and Best Practices
- End Points associated with the applications (for example, we would link the application to the server it runs on, the firewall if it is available from outside the network, and the Internet Service Provider – this way, we know if any of the end points are changed, we will have to update aspects of this application)
- Data
 - Type of Data
 - Location
 - Purpose
 - Backup Requirements
 - Retention Requirements
- Maintenance Agreement Information
- New User onboarding and setup process
- User offboarding and removal process
- Vendor Management
 - Documentation and organization of all city vendors, account management information, support information, maintenance agreement information
 - Vendor specific maintenance and system best practices for City Specific hardware or software applications
- Printers
- Service Providers such as phone companies
- SSL Certificates and Domain Registrations
- Backup System Verifications (ensuring all drives on all servers are being backed up or explaining a valid reason why not)
- Creating and updating diagrams and videos of the infrastructure
- Network Information such as: Wireless, LANs, VLANs, WANs, etc
- Virtualization Information
- Email configuration
- Licensing

With up to date documentation the other AMC delivery areas can provide timely and effective support and recommendations. Projects are implemented smoothly, and the City can get command of their environment. The intellectual property that is developed as part of this process is housed in a secure online portal that City Staff will have access to at anytime from anywhere. All information can also be exported to a PDF for easy portability should the need arise – the point being: **the City will own all intellectual property created as part of the process associated with this proactive role.**

The other key task performed by the PSE for the City is AMC's 'Standards and Best Practice Alignment'. Over the past 15 years of business, we have found opportunity in any downtime event that occurred for our clients. We assess any event that occurs as part of our weekly team meeting and determine if the issue could have been prevented if we knew about it a day ahead of time. An example of this process:

A power outage occurs in the middle of the night and the server experiences a hard shutdown that corrupts the hard drives. As a result the server needs to be restored from backup leading to 3 hours of downtime for the client as the backup restoration completes and the server is brought back online.

Reviewing this incident, we found that if the server was connected to a UPS battery backup we could have installed the software that recognizes when power is lost and gracefully shuts down the server to avoid this situation. To ensure that this issue never occurs again for any of our client environments we add a best practice to our list of hundreds of 'Standards' that reduce downtime. The PSE checks the entire environment against this list on a frequency that is particular to the standard (monthly/quarterly/annually).

For the above example, our best practice check would look like this:

What do we check:

Are all servers plugged into a UPS Battery backup and configured to gracefully shutdown in the event of a power outage?

Why we check:

In the event of a power outage, configuring the servers / VM's to automatically shut down will prevent corruption and / or hardware damage and ensure all services stop successfully and potentially save several hours of downtime.

How to check:

Log into each server or host, locate the power management software, and confirm that all servers / VM's are configured to auto-shutdown.

If the answer is 'Yes', the City is in alignment and any downtime associated with the misconfiguration of this best practice will be avoided. If the answer is 'No' the PSE will provide a detailed explanation so it can be reviewed by the AMC Strategist dedicated to the City (*Delivery Area 3*).

AMC 'Standards and Best Practice Alignment' process creates a system of accountability to *all* best practices. For example – the documentation of the City's Intellectual Property noted above is a best practice that is checked monthly for alignment. As a result, we stay accountable to continually keep the City's Infrastructure documentation up to date.

City specific policies and/or best practices are added to this system of accountability. This approach systematically ensures adherence and enforcement of all City policies relating to the use of Information Technology.

This department is measured by the number the number of Best Practice Checklists performed.

The **Essence** of this role is to

- Evangelize the importance of the AMC 'Standards and Best Practice Alignment' process (maintaining discipline to working proactively instead of reactively)
- Develop a technical relationship with the city as a result of the process.

The **Results** of this role is to

- Create value in the alignment process and provide the basis of what is required to create a strategic plan for the City
- Significantly drive down reactive issues and as a result of their work around this process.

Commercially licensed software that is provided as part of this role, and included in the AMC Managed IT Services flat fee are:

- Secure Online Documentation Management System
- Best Practice Alignment Software

DELIVERY AREA 3: THE STRATEGIST – THE CITY’S DEDICATED VIRTUAL CHIEF INFORMATION OFFICER

This **PROACTIVE** delivery area is responsible for creating a strategy and budget through scheduled (quarterly at minimum) and as needed IT Strategy Meetings with the City of Maywood Department Heads.

The **Core** duties of this role are to:

- Assess the results of the PSE’s Standards and Alignment process
- Review the impact of the items that are out of alignment and create a priority and schedule for those items to be resolved based on risk. An example of this would be:

The City’s email runs on a server that is no longer covered by a manufacturer support warranty as of June, 2020. If this server were to fail, it would take hours or days for the hardware to be replaced and would create a major impact to the City’s internal and external communications.

- The Strategist would create options and a general budget for the City to consider. Options could include (but are not limited to):
 - extend the warranty
 - replace the hardware
 - move email services to the cloud
 - do nothing
- The Strategist would educate the City on the risk associated with each option as well as the benefits of each option. The City could then make an informed decision based on risk and budget that is in the best interest of the City, or request further information to do so.
- Upon approval of the selected strategy, timeframe and budgetary estimate, The Strategist creates a detailed scope of work and flat fee proposal for the City to formally approve

The City is under no obligation to act upon any of the recommendations of the Strategist. It is the responsibility of the Strategist to educate the City on the risk associated with areas that are out of alignment. If accepting the risk outweighs the budget required to prevent the risk, the Strategist will maintain feedback of the decision and update the strategic IT Roadmap and Budget for the City accordingly.

The **Essence** of this role is to:

- Develop a true strategy-driven business relationship with the City by combining the AMC ‘Standards and Best Practice Alignment’ process with the City’s goals

The **Result** of this role is:

- A strategic partnership with the City of Maywood where AMC is providing the City with Strategy and Vision, while developing increased acumen of the City’s operations
- Providing life cycle management, planning and budgeting for City technology

Commercially licensed software that is provided as part of this role, and included in the AMC Managed IT Services flat fee are:

- IT Strategy Software to create roadmaps and track feedback
- IT Budget and Forecasting Software

DELIVERY AREA 4: REACTIVE SUPPORT – THE REMOTE OPERATIONS CENTER (ROC)

This is the only **REACTIVE** delivery area within the AMC Managed IT Services. ALL REACTIVE SUPPORT is directed to this department. This is of vital importance to the success of the City's IT Infrastructure Management Plan. If reactive support is blended amongst other proactive tasks, the reactive support request will almost always take precedent over the proactive task because there is an urgency associated with the impact of a person, a department, or the entire City not being able to perform critical functions. As a result, less proactive work is performed, which leads to an increase in reactive work.

In this common IT model, there ends up being not enough time in the day to manage the reactive workload *AND* eventually any of the proactive tasks. The further result of this is constant fires to react to, more time being spent on these fires, and ultimately the absence of an IT strategy other than on the spot requests to replace failed systems, along with the need for more IT Support staff.

AMC's proactive delivery areas work collectively to decrease the amount reactive support requests. Since the City's infrastructure, vendors, applications and staff are well documented in our system, the ROC can resolve issues in time frames that are in line with World Class IT Support Results (explained further on this in Chapter 6).

As a result, AMC offers UNLIMITED, 24/7 ONSITE AND REMOTE SUPPORT as part of this agreement.

The **Core** work of this department is to:

- Provide immediate remote support for all IT service requests from the City of Maywood, both during and after normal hours of operation
- Act as the primary point of contact to ease the manner in which City Staff contacts AMC and coordinate with other delivery areas as necessary.

This reactive delivery area is measured by its Average Resolution Time and the Number of Tickets that are opened and closed. The team operates under a *100% same day response and 80% same day resolution goal for your reactive issues (end user submitted during normal business hours or monitoring detected 24x7)*. If they have difficulty troubleshooting the issue remotely, then a technician will be dispatched onsite without hesitation with a focus on maximum productivity for your staff.

The **Essence** of this role is to:

- **MANAGE CLIENT EXPECTATIONS.** Their number one priority is to always have a next step that the client agrees to for every request that comes through. This equates to excellent communication between the ROC and City Staff, and City Staff always being in the loop on what is happening with their service request
- Identify patterns in reactive support issues or with any issues around our service delivery processes
 - These reportings are required daily as part of this role
 - If issues are identified, they are discussed in our weekly team meetings using a collaborative approach and solved long term
 - The solution is then implemented as a best practice 'Standard' and added to our list, or a change is made to the documented internal processes of the 'AMC Way'. This is how we maintain a culture of constant and continuous improvement

The **Results** of this role are:

- Happy clients: this close-knit team requires a tremendous cognitive ability as they touch all technologies and clients. All proactive delivery areas work to make the job of the ROC easier. In turn, the ROC's feedback shapes each one of the proactive delivery areas

Commercially licensed software that is provided as part of this role, and included in the AMC Managed IT Services flat fee are:

- IT Support Ticketing Software
- Web-based Business Intelligence Software for Dashboards and Reporting on Service Delivery

DELIVERY AREA 5: PROFESSIONAL SERVICES

The final **PROACTIVE** delivery area is the Professional Services team and is comprised of our most technical staff.

The **Core** of this team's responsibility is:

- Implementing and documenting new solutions for the City
- Serving as a level of escalation for the ROC for:
 - Extremely technical issues
 - Onsite incident requirements (less than 2% of all incident requests under AMC Managed IT Services)

During the process of 'Standards and Best Practice Alignment', the PSE uncovers items that are out of alignment and require more work to align than a simple change. The PSE documents the technical components of the situation and the Strategist will review their assessment. If the misalignment poses more risk to the City than the cost of aligning it, then a budget will be approved. A scope will be created and formally approved by City Staff and the Professional Services Team implements the solution required to align the City back to best practice.

The **Essence** of the Professional Services Team is to understand the technical and business impact of the project. They must understand all technical systems that are impacted and will heavily rely on the City's bank of Intellectual Property that is regularly documented and updated by City's dedicated PSE. With this knowledge the Professional Services Team can implement technical solutions on time and without surprises.

As part of the project handoff to the Professional Services Team, the City's dedicated Strategist must outline the business impact of the project. This is important to know so the Professional Services team can plan and schedule work around time frames that pose the least impact to operations.

The **Results** of the Professional Services Team is that they keenly understand the impact of the projects they implement on the City Staff and on the other service delivery areas. With this knowledge, they can implement and execute on the City's strategy with zero to minimal downtime to City operations and in a timely and efficient manner.

3D. COST OF SERVICES

We operate only in flat fees to make our pricing model as predictable as possible.

AMC is pleased to propose a monthly flat rate of \$150 per user to cover all day to day IT Management and Support related services for the City of Maywood.

Based on 21 users at \$150 per month, the flat fee, not to exceed budget is \$3,150 monthly or \$37,800 annually.

Additionally, a flat fee equivalent to one month of service is requested for the AMC Onboarding Process (\$3,150) so we may satisfy all aspect of the Enterprise Architectural Review noted in the RFP.

Note: A user is deemed as any employee, elected official, intern or contractor who utilizes a City owned or leased microcomputer.

The per user, flat rate above is based upon a minimum of 21 users and additional users can be added as necessary at a rate of \$150 per month. This flat rate incorporates all proactive management and support activity associated with day to day operations, **THERE ARE NO ADDITIONAL CHARGES FOR ANY AFTER-HOURS OR OTHERWISE NECESSARY LABOR**, unless it is agreed upon in the strategic budget.

This flat rate includes:

- **Unlimited 24/7 Onsite and Remote Reactive Support** by an entire team of IT professionals
- A full day per month of proactive service visits
- Unlimited management of daily disaster recovery and network monitoring/alerting tasks
- Quarterly and ad-hoc as desired Strategic IT Meetings with the City Department Heads

The benefit of a flat fee, user-based pricing model is many fold:

- City Staff can easily forecast the IT budget as they know how many staff members are on payroll
- A staff member can have multiple machines, laptops, workstations, phones and they are all supported without a need to adjust the agreement or services (saving on hard costs and the high administrative overhead of agreement component and pricing audits)
- Public use machines such as the library workstations or units in the police vehicles are included without having to incorporate additional charges
- An unlimited number of servers and other network devices (such as firewalls, SANs, Wireless Devices) can be supported and added without impacting monthly IT Management and Support costs to the City

Labor costs associated with the strategic budget will be in the form of flat fee projects associated with capital expenditures. These projects are required to be agreed upon via the strategic IT Budget that we will help the City of Maywood create. This budget will be built as a rolling 3-5 year plan and will be presented by the Strategist for discussion as part of the regularly scheduled Strategic Quarterly Meeting with City Staff. During these meetings, the Strategist will explain the status of any technology or policy that is outside of best practice. Based on risk to the organization, if it makes sense for the City to align themselves into this best practice we add the agreed upon amount into the budget during a time frame that is desirable. Until that time, AMC absorbs all technology related risks associated with the environment and will cover the City of Maywood with all labor necessary to support the IT environment as part of the flat monthly amount.

The Managed Services Onboarding project will require the effort of several staff members to be onsite for a minimum of one month. During this time, we will work to get ahead of reactive support by documenting the environment, comparing the environment against our '400+ point assessment' process, and performing the work

to align the City to all tasks that are considered simple changes. Because of the labor-intensive nature of the onboarding process, there is a charge equivalent to 1 month of service associated with an onboarding project.

AMC's service delivery model has given us the ability to provide all requests and end results that the City of Maywood has outlined in the RFP for Enterprise Architectural Review and Information Technology Support Services. Through our discipline to the proactive approach outlined in Chapter 4, we have been able to turn IT Management into a science that allows us to minimize and predict the average amount of reactive support that will be required per endpoint (an endpoint is defined as either a server or workstation).

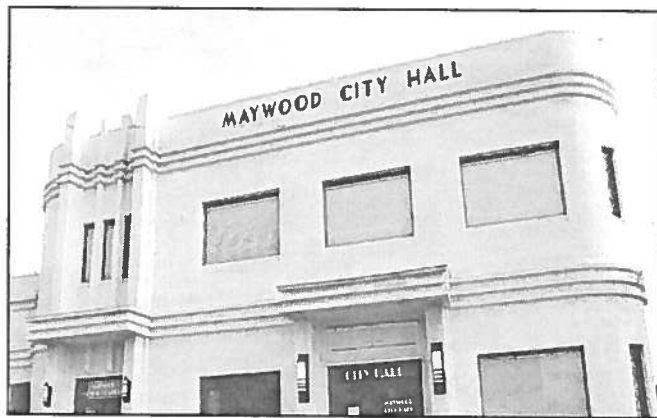
3F. ACCEPTANCE OF CONDITIONS

AMC accepts the conditions of this RFP. AMC is willing and able to execute the contractual requirements of the agreement with City of Maywood.

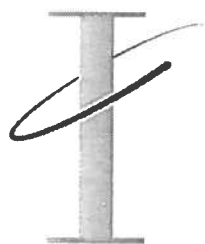
ATTACHMENT NO. 5

October 25, 2019

Proposal to Provide
**Enterprise Architectural Review and
Information Technology Support Services**



Prepared for the
City of Maywood
4319 E. Slauson Ave.
Maywood, California 90270



By
Interwest Consulting Group, Inc.

Michael Kashiwagi, PE
Chief Operations Officer
15140 Transistor Lane
Huntington Beach, California 92649
O | 714.899.9039
C | 916.206.2238

October 25, 2019

Anthony Rainey, Interim Director of Finance
City of Maywood
4319 E. Slauson Ave.
Maywood, CA 90270



RE: Enterprise Architectural Review and Information Technology Support Services

Dear Mr. Rainey,

The City of Maywood has requested proposals from qualified IT services firms to perform an assessment of the City's current technology environment, develop and present to the City a technology plan based on that assessment, and subsequently provide IT support services to the City's end users.

Interwest Consulting Group is pleased to provide our proposal to provide these services. We have read and understood the City's RFP, including the requested Scope of Services, and are committed to conduct and deliver all services in a timely manner.

In addition to our IT End User Services on-site part-time to provide direct, hands-on support to the City staff, we propose unlimited remote helpdesk support and remote network monitoring. Both of these services are offered 24 hours a day, 7 days a week, 365 days a year. By calling a single telephone number, City staff will have access to immediate support from local Interwest IT staff who are trained to solve problems quickly and efficiently.

We believe Interwest is best qualified to deliver these services to the City of Maywood because of our unique combination of practical IT qualifications, experience and independence. With most of our IT staff having previously served as municipal IT staff, we understand that IT infrastructure and best practices affect nearly every aspect of City management and daily operations.

Because of our experience providing IT services to diverse clients throughout California, we do not have a "one-size-fits-all" mentality. Our primary focus is to understand each client's unique requirements, needs, culture, budget, timeline and other factors before making recommendations.

Our team currently provides a wide range of IT Services to California municipalities, including:

- | | | |
|-------------------------------|---|-----------------------------------|
| • Desktop Support | • Database Administration | • Surveillance Camera Systems |
| • Server Configuration | • Email Server and Mobile Device Administration | • GIS Services |
| • Infrastructure | • Remote Access | • Enterprise Software Integration |
| • Network Protection Services | • Print Services | • Website Administration |
| | • Phone Services | |

We employ highly trained individuals who are certified Microsoft Professionals, and we are partners with many of the industry-leading technology companies including Cisco, Veeam, VMware and Esri. All of Interwest's IT team are based in California and speak fluent English. Selected IT team members are bilingual in Spanish, Urdu or Arabic.

INTERWEST COMPANY INFORMATION

Our Federal Employer Identification Number is 73-1630909.

Our California Business License Number is C2415639.

Interwest's Director of IT Services, Mohammad Ahmed, will serve as the Project Manager, managing Interwest staff and scheduling, and be the primary point-of-contact for the City of Maywood.

Mohammad Ahmed, Director of IT Services

Interwest Consulting Group

15140 Transistor Lane

Huntington Beach, CA 92649

Phone: 714.676.8311

Email: mahmed@interwestgrp.com

STATEMENT OF SIGNATURE AUTHORITY

As an Officer of Interwest Consulting Group, I am authorized to execute legal documents on behalf of the Company, and to bind the Company to the terms and conditions of this proposal and the City's RFP. This proposal and cost schedule shall be valid and binding for ninety (90) days following the proposal due date and will become part of the contract this is negotiated with the City.

We appreciate this opportunity to demonstrate our qualifications to provide a high-quality assessment of the City's Technology Environment, develop and present a Technology Plan, and provide IT End User Services. Please do not hesitate to contact us for any reason.

Sincerely,



Michael Kashiwagi, PE
Chief Operations Officer
Interwest Consulting Group

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Appendix: Detailed Staff Resumes and Certifications

Qualifications

COMPANY INFORMATION

Length of time in business

Interwest has been in business since 2002 and was founded by individuals with a passion for serving municipalities. With more than 400 employees, our services span a multitude of disciplines, roles and job placements to municipalities and other public sector clients throughout California.

Length of time in business providing proposed services

Interwest has been providing on-site IT services to public agencies since 2004. Our current experience serving as full-service IT staff to California public agencies is directly applicable to this proposed engagement for the City of Maywood.

Total number of clients, including public sector clients

In the past year, Interwest has provided services to more than 300 clients, including the City of Maywood. Nearly all of our services are provided to public sector clients. Our IT Services group currently provides services to 15 clients. Focusing solely on public agencies has given our team experience with many of the software applications and network architectures that the City has in place.

Location of office that will service this account

Interwest Consulting Group has 14 California offices. Services provided to the City of Maywood under this contract would be provided from our **Huntington Beach** office, 25 miles from City Hall:

- 15140 Transistor Lane
Huntington Beach, CA 92649
Phone: 714.899.9039

QUALIFICATIONS AND HISTORY OF PROVIDING SIMILAR SERVICES



Interwest has current experience serving as full-service IT staff to California public agencies that is directly applicable to the proposed engagement for the City of Maywood. We have been providing on-site IT services to public agencies since 2004, and currently provide a combination of diverse on-site and remote support services to 15 clients in California. Focusing solely on public agencies has given our team experience with many of the software applications and network that the City has in place. Our team is prepared to work with the City's existing software infrastructure and to provide our own Helpdesk Software and Network Monitoring Tools if needed, in consultation with City management.

We understand the value of regular audits and evaluations of the systems in place. Our team provides detailed reports explaining the audit results, recommendations for changes and suggestions on how to undertake suggested changes within each budget cycle.

IT SERVICES/KNOWLEDGE/SKILLS

Interwest currently provides the services listed below to our existing public agency clients.

911 Operations knowledge: Town of Atherton | City of Bell

Remote Monitoring: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

Remote Support: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

Shortel Telephony: Town of Atherton

DNS and Domain knowledge: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

Management of all domains: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

Clustering: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

VMWare/Hyper V: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

Disaster Recovery Best Practices: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

Business Continuity Support: Town of Atherton | City of Bell | City of Eastvale | City of Roseville | City of San Juan Capistrano | City of Wildomar

Server 2003, 2008, 2016: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

MS SQL: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

Exchange ECP: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

Office 365: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar

Windows 10 and deployment: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

Cisco Routers: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

SonicWall Firewalls: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

HP Switches: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

VLAN and network segmentation: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

Fiber: City of Wildomar | All the Cities we consult with

IP Routing: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

Point to Point antenna knowledge and configuration: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

Local municipal application knowledge: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar | SJRRC | SolTrans | TTD

Police Mobile Device and technology on vehicles: Town of Atherton | City of Bell

Transit Mobile Device recorder and technology on vehicles: SJRRC | SolTrans

Video and Audio equipment: Town of Atherton | City of Bell | City of Eastvale | City of San Juan Capistrano | City of Wildomar

In addition to the specialized software experience our team has gained by focusing solely on municipal clients, Interwest IT also has experience with:

- City Council Agenda Staff Report Creation and Automation of the routing process
- Video Streaming and Recording of City Council Meetings
- Open Data and transparent communication to citizens
- Public Notification Request fulfillment and tracking

PROJECT APPROACH AND METHODOLOGY

Interwest's success is based on our customized and flexible services to meet our clients' needs. We fully recognize that the City of Maywood's needs may vary, and Interwest will adjust our services as needed.

We believe in being **proactive** rather than *reactive*. Our proactive support and network monitoring ensures that security patches are tested and deployed, malware is kept out of the systems, Spam is mitigated, and all critical systems are monitored closely by our network team, 24x7x365.

Interwest's approach to providing the IT support that meets the City's needs, including an part-time, on-site IT Systems Analyst, along with unlimited 24/7 remote desktop support.

1) Staffing

- Remote Support:** Interwest has a team of IT Support representatives that will assist the City 24x7x365. Our remote support technicians provide desktop support, server administration, network administration and system monitoring.
- Onsite Support:** Interwest will provide on-site IT support staff 8 hours per week to help facilitate any projects or issues that cannot be resolved remotely and need on-site support.

2) Helpdesk Ticket System

Interwest utilizes a cloud-based Helpdesk ticketing system (**Mojo Helpdesk**) as our primary Helpdesk ticket management system. It consists of queues for Helpdesk, lab, and site where tickets are created and queued from the following sources:

- A. Incoming support calls
- B. Email sent to itservices@cityofmaywood.org
- C. Monitoring (Internal monitoring system)
- D. Pulseway (RMM Solution)
- E. Internal requests

All generated tickets are initially maintained and tracked in the Helpdesk queue. Client can also have access to the queue if needed so they are aware of all requests.

3) IT Call Handling

Incoming support calls are answered and logged into Interwest's ticketing system by the on-call technician. (If Interwest IT staff are on-site at the City, calls will be routed directly to them.) The technician will then work to resolve the caller's issue. If the technician is not on-site, the call will be routed to Interwest's 24x7x365 Helpdesk, where an experienced technician can remotely address the user's needs.

4) PC Repair and Replacement

Interwest minimizes work stoppages by having multiple loaner desktops/laptops available. When a PC is inoperable, we will swap it out with a loaner system ASAP and make sure user downtime is at a minimum.

5) Ticket Resolution

Helpdesk technicians are required to monitor the Helpdesk queue for all non-call generated tickets. Our goal is to minimize down time and restore service operation as soon as possible. Interwest handles tickets on a first-come, first-served basis along with the given priority. We take care of higher priority tickets first, followed by lower level tickets.

6) Escalation Process

Initial incoming calls are fielded by the next available technician and if that technician is unable to resolve an issue in an adequate amount of time or has not made progress towards a solution after 15 minutes, the technician will work to escalate the issue to the next level of support. If the next level of technical support is unable to resolve the issue in a timely manner, then the issue will be directed to IT Director, who will determine the best way to handle the issue. The escalation process is closely monitored by the IT Team. Report metrics are reviewed periodically to ensure that ticket resolution is being provided in a timely manner and SLAs are being met.

7) Systems Monitoring and Maintenance

For all current City of Maywood inventory and any subsequent computers added to the System, Interwest will create and maintain the following systems, and perform the following activities per the following schedule:

A. Apply Windows Update Patches

Interwest will create a Windows update policy and maintain this for City of Maywood.

B. Antivirus updates and proactive scans

Interwest shall create and maintain a suitable antivirus strategy, which will include installation and updates of new antivirus definitions and a weekly scan of the entire hard drive.

C. Monitoring and Maintenance of Antivirus program

Interwest shall create and maintain a suitable antispyware strategy, which will include installation and updates of new antispyware definitions and a periodic scan of the entire hard drive. Cost of software, if any, is additional and shall be procured by City of Maywood.

D. Spam and Antivirus

Interwest shall create and maintain a strategy for controlling Spam messages. Spam control must extend to both local and remote users and must allow for rescuing messages incorrectly categorized as Spam. Antivirus program will be monitored by Interwest. The City of Maywood will be responsible for procuring the software.

E. Data Backup and Recovery

Interwest can use a combination of open source tools along with off-the-shelf products, combined with its own customized applications for managing and monitoring data backup. Interwest would be responsible for creating and deploying a comprehensive data back-up strategy with the following attributes:

- Comprehensive
- Automated
- Off-Site
- Ability to restore easily
- Back Up Schedule:
 - 1) *Copy of all backed up data: As requested by the City. Cost for process and media is additional and shall be borne by the City.*
 - 2) *Complete data backup, all servers: Weekly*
 - 3) *Differential data backup, all servers: Daily (nightly)*
- Document Retention Plan: Create a DR Plan

F. Disaster Recovery

Interwest can offer a variety of solution for server/desktop backup and redundancy for the City's network. Interwest may provide a viable solution to minimize downtime should any problems arise with the City's current server configuration. As requested by City, Interwest will develop, provide and implement a Disaster Recovery Solution. We will work with the City of Maywood to create a DR Plan. If hardware or software is needed, the City would need to procure the solution.

G. Domain & SSL Management

Interwest can provide domain management for the City's domains which would include timely renewals and appropriate record management to ensure proper delivery of e-mail and website access.

H. Training

Upon initial set up and as required for new users, Interwest will provide basic training on the proper use of the System. As requested by the City, Interwest will have the on-site technician develop and provide training programs on application usage. This service benefits Interwest and the City, as it will inform the user of "what not to do."

I. Network Monitoring *(Tools are included at no cost to Maywood)*

Interwest will maintain a 24/7 monitoring system using a combination of proprietary and third-party monitoring software. Customer Service Representatives and Technical Service Representatives are on call 24/7 and utilize the monitoring system to assure that the City's connectivity, latency and usage are within expected and acceptable tolerances. Upon the City's request, Interwest can develop a customized Internal Monitoring System ("IMS") that will provide the City with tools for the management of its LAN. This is FREE to use and will be implemented at the City of Maywood, if needed.

8) Service Level Agreement

Interwest offers the following standard Service Level Agreement (SLA) to our IT clients, which can be customized for the City of Maywood, as needed:

- 1) One-reach local phone number and email address for emergency support
- 2) Provide 24/7/365 support
- 3) Respond to emergency outages within (1) hour during normal business hours
- 4) Respond to emergency outages within (2) hours during non-business hours
- 5) In case of an emergency, be onsite within (4) hours
- 6) Provide unlimited technical phone support
- 7) Trouble Tickets will be acknowledged within (30) minutes during normal business hours
- 8) Typical response time during normal business hours:
 - a) Password reset (15) minutes
 - b) Create new user (1) hour
 - c) Installing desktop application (1) hour
 - d) Troubleshoot/Desktop repair (30) minutes
 - e) Adding desktop printer (15) minutes
- 9) Standby support, with a maximum response time of (30) minutes outside normal work hours

CLIENT REFERENCES

Below, we provide reference contact information for three (3) current clients to whom we provide services similar to those proposed to the City of Maywood.

CITY OF LAGUNA NIGUEL

Services provided 2018-Present

Debbie Bell, Deputy City Manager

30111 Crown Valley Parkway

Laguna Niguel, CA 92677

949.362.4386

dbell@cityoflagunaniguel.org



Interwest has provided comprehensive IT Services to the City of Laguna Niguel since March 2018. Our team provides routine services such as technical support, network maintenance, phone support and server maintenance to approximately 150 users. We are currently assisting the City with the purchase and implementation of Esri/GIS software.

IT Services cover the following areas:

- ✓ Help Desk Support
- ✓ Network Maintenance
- ✓ Server Maintenance
- ✓ Desktop Administration
- ✓ Security
- ✓ Antivirus/Spyware and Spam filtering support
- ✓ Software Support: Esri/GIS, CityWorks, TRAKiT, infraMap, MaintStar

CITY OF BELL

Services provided 2014-Present

Allan Perdomo, Parks Director

6330 Pine Ave

Bell, CA 90201

323.560.0410

aperdomo@cityofbell.org



Interwest IT transformed technology services at the City of Bell. Previously, staff had become accustomed to requests not being completed in a timely manner or sometimes not at all. Interwest provides timely and thorough resolutions to requests submitted to the City's Help Desk. Interwest conducted an audit of the technology expenses and found several opportunities to save cost and improve performance. Our IT and Geographic Information

System team provides support to all levels of the organization in every department. We provide IT services to approximately 100 users.

IT Services cover the following areas:

- ✓ *Network Maintenance*
- ✓ *Server Maintenance*
- ✓ *Desktop Administration*
- ✓ *Mobile Device Maintenance*
- ✓ *Miscellaneous Maintenance & Support Services*
- ✓ *Security*
- ✓ *Software Support*
- ✓ *Antivirus/Spyware and Spam filtering support*
- ✓ *Development*
- ✓ *Business Systems Analysis*
- ✓ *Intranet support via Microsoft SharePoint*
- ✓ *Police Mobile Computers*
- ✓ *Phone System Support Analog/VOIP*
- ✓ *GIS Services*

CITY OF WILDOMAR

Services provided 2008-Present

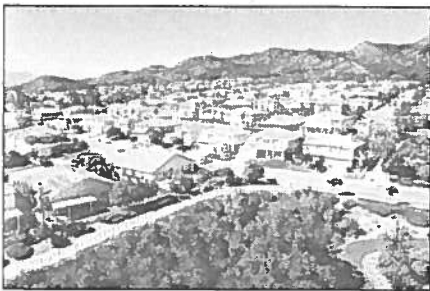
Gary Nordquist, City Manager

23873 Clinton Keith Road

Wildomar, CA 92595

951.677.7751

gnordquist@cityofwildomar.org



The City of Wildomar entered cityhood in 2008 and needed the delivery of full service IT. They had a small budget and large wish list of items they needed assistance with in starting their new City. Our staff set up a temporary City office with computer access for both on- and off-site staff. As new cities often have very tight initial budgets, our hosted remote access system allowed Wildomar to have their own network for a minimal cost. Our expertise in municipal operations allowed us to provide sound advice and

key decisions to make sure the City of Wildomar could effectively serve the public. We established a sophisticated Citrix system that provides remote access to all of their off-site consultants. Desk space is a premium in Wildomar and this allowed them to save money in rent expense and expanded their flexibility to get work done in a non-traditional manner. Interwest provided design and implementation of a robust network. We continue to provide IT services to approximately 50 users.

IT Services cover the following areas:

- ✓ *Network Maintenance*
- ✓ *Server Maintenance*
- ✓ *Desktop Administration*
- ✓ *Mobile Device Maintenance*
- ✓ *Miscellaneous Maintenance & Support Services*
- ✓ *Security*
- ✓ *Antivirus/Spyware and Spam filtering support*
- ✓ *Budget and Planning*
- ✓ *Disaster Recovery Services*
- ✓ *VoIP Maintenance and Support*
- ✓ *GIS Viewer and Data Management*

STAFF RESOURCES

Below, we introduce the professional IT staff we propose to provide these services to the City of Maywood. Detailed resumes of proposed staff and copies of certifications are included as an Appendix to this proposal.

Mohammad Ahmed

PROJECT MANAGER | DIRECTOR, IT SERVICES

Interwest's IT Director, Mohammad has 14 years of experience in the IT industry, serving both as a City employee and a consultant. Mohammad has served as the IT Manager on projects for the City of Bell, the City of San Juan Capistrano, the San Joaquin Regional Rail Commission (SJRR), and the City of Wildomar. On these projects, Mohammad has been responsible for overseeing day-to-day IT operations and managing IT projects. He has also served as the Accela Project Manager for the City of Eastvale, where he is responsible for coordinating migration from ELMS to Accela permit and asset management software to ensure a seamless move between platforms, customizing Accela to meet the City's needs, integrating with GIS, and coordinating ongoing support efforts to troubleshoot issues and apply software updates.

For this project to the City of Maywood, Mohammad will manage all project staff, act as the single point of contact to the City of Maywood, and oversee the "As Is" Technology Environment Assessment and the development of the proposed Technology Plan.

Jordan Conway

IT ANALYST

Jordan has more than 12 years of IT support experience providing networking, client/server, hardware and software support. He had provide a wide range of hands-on IT support services in a number of diverse environments, including large educational districts, mid-sized and small businesses, universities, and e-waste firms. His services have included desktop technical support, repair, end-user support/help desk, and network analysis and maintenance. Jordan is proficient and experienced in a host of networking protocols, hardware distributions, and software applications, as well as VoIP technologies. He is experienced in providing hardware technical support for new system deployment, as well as refurbishing for re-deployment.

Jordan is certified as CompTIA A+ and is an AllWorx Certified Technician. He successfully completed Coursera's Professional Certificate for Google IT Support.

For this project to the City of Maywood, Jordan will serve as the primary IT Analyst, providing IT End User Services one day a week on-site at the City and comprehensive support off-site as part of the Interwest End User Support Team. Jordan will participate in the "As Is" Technology Environment Assessment and development of the proposed Technology Plan.

Hector Martinez

IT NETWORK ENGINEER

With more than 16 years of IT support experience, Hector is an experienced team leader committed to developing collaborative relationships with clients. His responsibilities and duties have included Police CAD Systems Administrator, Financial Software Systems Administrator, Accela Administrator, Network Engineer, Technical Specialist and Help Desk Consultant. As a Network Engineer, he regularly

configures and supports Windows Server/SBS, SQL Server, and all Windows platforms; installs and supports Dell Sonic WALL firewalls, switches, routers, and servers; assists customers with RingCentral and Star2Star VoIP design and implementation; and designs and supports VLANs, VPNs, LANs, WANs, and network security. Hector also is responsible for providing technical support and training of employees and vendors, as well as managing, configuring and supporting Google Apps, Office 365, and Salesforce CRM.

For this project to the City of Maywood, Hector will provide off-site IT Network Engineer Services as part of the Interwest End User Support Team and will be available to provide on-site support as needed. Hector will participate in the “As Is” Technology Environment Assessment and development of the proposed Technology Plan.

Zack Stigall**IT NETWORK ENGINEER**

Zack is a strong IT leader with over 17 years of experience in IT consulting and project management. He has a proven ability to translate business needs into technology requirements that support client's business objectives. He excels in supporting network and systems infrastructure. Prior to joining Interwest's IT team, Zack served as a Senior Systems Engineer and Project Engineer for more than 10 years with Synoptek, where his projects included serving as Lead Engineer for the Cities of Lake Forest, Seal Beach and San Juan Capistrano. Prior to that, Zack was a Field Network Engineer and Project Manager for The GDR Group.

For this project to the City of Maywood, Zack will provide off-site IT Network Engineer Services as part of the Interwest End User Support Team and will be available to provide on-site support as needed. Zack will participate in the “As Is” Technology Environment Assessment and development of the proposed Technology Plan.

Samuel Humdy**IT ANALYST**

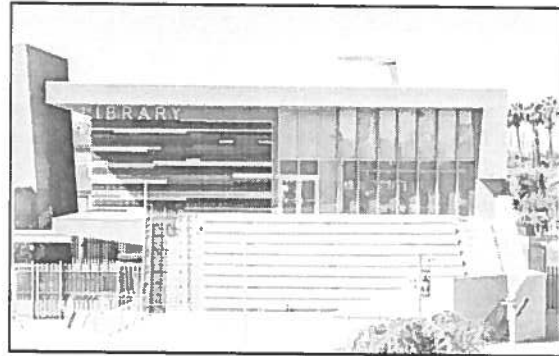
Samuel has provided services as a Field Technician, Surveillance Technician, Network Technician and IT Specialist for more than 13 years. Since joining Interwest in 2018, he has provided IT services to multiple clients, including the City of Bell and the City of Rosemead. Samuel previously served the United States Army as an IT Specialist, providing daily hardware and software technical support for computer and communications hardware, software and equipment, and as an IS Administrator, advising and developing strategies for software standardization, compatibility, and implementation while maintaining system integrity. Samuel previously served as a Network Technician for a private IT services firm, installing network configurations, testing and configuring software, troubleshooting network-related issues, repairing hardware and peripheral devices, and ensuring drivers and security software was properly installed on employee computers. He also has experience installing and maintaining closed circuit DVR systems, implementing and maintaining hardware firewalls, and implementing Dynamic Host Control Protocol (DHCP) servers.

For this project to the City of Maywood, Samuel will provide comprehensive IT Analyst support off-site as part of the Interwest End User Support Team. He will participate in the “As Is” Technology Environment Assessment and development of the proposed Technology Plan.

Scope of Work

APPROACH TO PROVIDING SCOPE OF SERVICES

The City of Maywood seeks a qualified, experienced IT services firm to perform an assessment of the City's current IT environment and future needs, and subsequently propose a Technology Plan to help direct City resources and IT investments. The selected firm will also provide End User Services to support the City's IT users, whether the City adopts the proposed improvements detailed in the Technology Plan or remains in the current IT Environment for some period of time.



Subtask 1.1 – Technology Environment Assessment will document the “As Is” current state of the City's IT infrastructure, and will consider and document items including but not necessarily limited to *strategic direction, risk assessment, technical infrastructure, organizational structure, personnel/staffing levels, cost analyses and implementation timelines*.

During the performance of Subtask 1.1, we will develop an Enterprise Architecture roadmap that includes development of a Data Reference Model (DRM), Application Reference Model (ARM), Infrastructure Reference Model (IRM) and Security Reference Model (SRM). These Reference Models will inform the creation of the Technology Plan in Subtask 1.2.

Subtask 1.2 – Technology Plan will be developed based on the results of the Technology Environment Assessment. Interwest will propose a Technology Plan to inform and direct the management and governance of the IT organization in the future. This Plan will address anticipated needs and associated costs including but not necessarily limited to hardware, software, implementation, training and staff resources, and ongoing support.

The Technology Plan will include a series of flexible steps that can be implemented and adopted over time, with the goal of improving certain aspects of the IT organization in a manner that benefits the overall operations of the City. The Technology Plan will include an Executive Summary that highlights the finding of the Technology Environment Assessment, and details recommendations for the areas identified in the Scope of Work.

Interwest staff anticipates working closely with City staff during the development of both the Technology Environment Assessment and the Technology Plan. We do not bring any pre-existing biases or expectations into this project. Rather, we will work to:

- Understand the current state of the City's IT infrastructure;
- Analyze what works and what can and should be changed within reasonable limitations including budget, schedule, and anticipated impact on City operations; and

- Communicate our findings and recommendations clearly, in writing and, if needed, in person to City management and other stakeholders.

Quality Assurance / Quality Control Process

Interwest knows that our continued success relies upon delivering high-quality products to our clients with attention paid to details. Our Quality Assurance (QA) and Quality Control (QC) processes are designed to ensure consistency, product quality and compliance to the project specifications.

- **Quality Assurance (QA)** starts with attention to the deliverable development process. For each project deliverable, we will create and maintain assignment schedules, with internal progress reports, and provide internal quality reviews of data collected and recommendations made.
- **Quality Control (QC)** is not just a review of the draft and final work products prior to their delivery to a client. Rather, true QC is a commitment to a process of ongoing “critical eye” review and oversight throughout the project.

Interwest’s IT Director and Project Manager **Mohammad Ahmed** will be responsible for reviewing each deliverable document to ensure that it meets established quality standards prior to submission to the City of Maywood for initial review, and again before each deliverable is finalized and delivered to the City. When the City returns deliverable drafts with City staff feedback, Mohammad will work directly with Interwest project staff to ensure that the City’s notes are clearly understood, and that any changes to the final deliverables align with the City’s feedback.

WORK PLAN FOR SERVICES PROVIDED

Task 1 – Assess the “As Is” Technology Environment

Subtask 1.1 – Assessment of the City’s Technology Environment

Interwest staff will perform a current state analysis of IT policies, procedures, strategies, technical infrastructure, risks, costs, organizational structure and personnel. This will include the development of an Enterprise Architecture roadmap, which will comprise of:

- Description, assessments and recommendations of the City’s current Enterprise Architecture
- Development of a Data Reference Model (DRM)
- Development of an Application Reference Model (ARM)
- Development of an Infrastructure Reference Model (IRM)
- Development of a Security Reference Model (SRM)

Subtask 1.2 – Prescription of a Technology Plan

Based on the results of the IT Assessment, Interwest staff will create a Technology Plan to inform and direct the management and governance of the IT organization in the coming years. The Technology Plan will address anticipated needs and associated costs for hardware, software, implementation, training and staff resources, including implementation and support costs.

The Technology Plan will not be structured as a holistic “take-it-or-leave-it” solution, but rather as a series of reasonable, achievable and flexible steps that can be implemented and adopted over time, with the goal of improving certain aspects of the IT organization in a manner that benefits the overall operations of the City without requiring the wholesale adoption of every other recommendation.

The Technology Plan will include an Executive Summary that highlights the finding of the IT Assessment, and detailed recommendations for the areas identified in the Scope of Work.

Examples of topics that may be addressed in the Technology Plan include:

- IT goals and objectives related to the City’s strategic priorities, with IT performance metrics
- Recommendations to help the City use technology effectively to support its business needs
- Application and technology infrastructure requirements based on the City’s current and proposed business needs and goals
- Evaluation of alternative approaches for application and technology infrastructure requirements
- Recommendation of fiscally feasible implementation steps and related schedules
- Estimated costs of each recommended application and infrastructure requirement for initial implementation and ongoing support
- Prioritization list for the enhancement and replacement of key business and information systems
- Recommendations for appropriate staffing levels and IT positions to support City functions
- Justification for in-house or outsourced IT management to meet the City’s current and future needs
- Identification of cost-saving technologies, efficiencies and initiatives to support current and future Citywide operations and departmental needs

Task 2 – Provide “End User Services” (EUS)

Interwest is prepared to provide a combination of on-site and remote services to the City’s IT end-users, whether the City adopts and implements the improved solutions proposed in the Technology Plan developed in Subtask 1.2, or elects to continue services under the current environment.

It is anticipated that the City may choose to adopt the recommended solutions in phases, in which case Interwest staff will continue to support legacy systems and software while simultaneously providing support and training for newly implemented solutions and approaches.

Subtask 2.1 – EUS Based on Implementation of Improved Solutions

Interwest staff will provide all services described in RFP Sections 2.2, 2.3, 2.4, 2.5 and 2.6, including but not limited to:

- Desktop Support Services
- On-Premise and/or Cloud Server Administration Services
- Network Administration Services
- Network Security Services
- Technology Planning Services

This subtask presumes the implementation (in any degree) of improved solutions and approaches based on the recommendations in the Technology Plan.

Subtask 2.2 – EUS Based on Continuation of Current Environment

Interwest staff will provide all services described in RFP Sections 2.2, 2.3, 2.4, 2.5 and 2.6, including but not limited to:

- Desktop Support Services
- On-Premise Server Administration Services
- Network Administration Services
- Network Security Services
- Technology Planning Services

This subtask presumes that the City’s technology environment remains largely unchanged from its current state.

ADDITIONAL INFORMATION

Interwest’s IT staff currently provides various levels of IT services to 15 clients. Our team has experience providing IT Services in the following areas:

Infrastructure

Interwest IT has experience in a full range of network infrastructure to ensure your agency is connected with superior performance.

Networking

CISCO switches: SF 102-24 10/100, 2960, 3750, ATP Cat.5E Patch Panels, Routers, Wireless infrastructure/access points, Site-to-site VPN access, multicasting and multiple VLANS, multiple subnets, routers, ASA 5520 with IPS, CISCO servers, CISCO e911

Server Configuration

Interwest IT has experience in server administration and configuration to ensure your agency’s servers are performing at optimal levels.

GIS

Interwest’s GIS team has installed and configured ArcGIS Server designed and implemented GIS geodatabases in SQL and oracle, deployed custom web map applications, set up and supported ArcGIS Online. Our team also has extensive experience in data creation and editing within a GIS for Server since its first release in 2004.

Domain Controllers

Microsoft Active Directory Infrastructure 2003, 2008, 2008 R2, 2012 Group Policy/DNS/DHCP

Exchange

Microsoft Windows 2008 R2 running Exchange 2007, large scale systems of more than 700 mailboxes with multiple databases, legal retention and public information requests, unified messaging hub transports, clustered mail

	services, migration to Exchange 2010 and 2013, virtualized Exchange services
Finance	SunGard Naviline, SunGard ONESolution, E-Business Suite Financials
SharePoint	Microsoft SharePoint 2010, Custom Builds, Templates, Workflow
Print and File Servers	Windows File Management 2003, 2008, HP Storage Area Network, Net-App Storage Solutions
VMware	VMware administration. Interwest is a VMware business partner

Print Services

Interwest IT has supported all of the brands of copiers and scanners listed below.

Hardware	HP Printers, Cannon Copiers, Xerox Scanners/ Copiers HP Plotters, Fujitsu scanners, Personal/Desk Printers, Leased, Networked
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Network Protection Services

Interwest IT maintains top security measures to protect your technology investments in data and hardware.

Firewalls	Barracuda Spam Firewalls, Web Filters, Cisco firewall Products, Juniper Firewall Products
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Remote Access

Interwest IT has deployed many different tools that support remote access for assisting users with day-to-day hardware/software troubleshooting and providing server administration.

Applications	LogMeIn, GoToMeeting, Microsoft Remote Desktop, Altiris, KACE, and Citrix
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Desktop Environments

Interwest IT has experience in a range of software needed to support desktop computers, applications and connectivity including both physical and VM.

Desktop	Windows XP, Windows 7, Windows 8, Windows 10
Hardware	All models of Dell and HP desktops/ laptops, Panasonic Toughbooks, iPads and Tablet PCs.
Wireless Connectivity	Support public and private Wi-Fi networks
Microsoft Office	Microsoft Office 2003/2007/2010/2013
Adobe	Acrobat 9/X/XI/DC, Adobe Reader, Adobe Flash
Application/ Database	Casselle Clarity, SAGE ACT Customer Management, Microsoft Access

Phone Services

Interwest IT has implemented and maintained both analog and VoIP phone systems including call center and voicemail systems.

Analog Services	HP PBX, NEC NEAX 2000 IPS, Voicemail System, 350+ Lines, 800/Toll Free number Support, Desktop Phones, Wireless Headsets
VoIP Services	Communications Manager 8.5, IPCC 4.x & 7.x, Call monitoring and recording, IP Communicator, Unity 5.x for voicemail Synapps, & SA alert, public/private hot spot access, Cisco VoIP phones, Conference Phones, IVR Routing

SQL Services

Interwest IT has a diverse set of skills in database development, maintenance and reporting.

SQL Services	Windows Server 2008 R2, SQL 2005, SQL 2008, SQL 2008 R2, SQL 2012, SQL 2016, SQL integrations or Ticketing with updates and versioning, SQL Reports, Esri/GIS database integration.
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Email / Communications Services

Interwest has an extensive knowledge in email communication tools, including desktop email, webmail and smart phone connections.

Exchange	Microsoft Windows 2008 R2 running Exchange 2007, large scale systems of more than 200 mailboxes with multiple databases, legal retention and public information requests, unified messaging hub transports, clustered mail services, migration to Exchange 2010 and 2013, virtualized Exchange services
Mobile Devices	Exchange ActiveSync, iOS, Android, and Windows Integration

Surveillance Camera System

Interwest has the necessary experience to support surveillance camera systems.

Hardware	Cisco Switches and Routers
Training	Interwest's IT team has attended training on surveillance systems

Other Services

Interwest IT has experience configuring backups for local servers and day-to-day monitoring using Symantec Backup Exec as well as several other backup services. Interwest has many additional skills including file management, SharePoint implementation and GIS Services.

Public Safety	Intergraph, Sun Ridge RIMS, RSA Software, Crossroads, Net Motion, custom carrier based Access Point Name (APN) configurations, CLETS, custom public crime viewer applications
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Enterprise & Utility Software	Tyler Technologies Munis, Tyler Technologies Eden, Tyler Technologies Incode, Accela, CityWorks SunGard, iWater, MaintStar, Lucity
Backup Services	Dell Backup Utility (Powervault Tape Library), Symantec Backup Exec Management/Support, Windows Server Backup Software, On-Site and Off-site management, Rotation of tapes, Scheduled Backups and Redundancy
SharePoint	Microsoft SharePoint 2010, 2013, 2016, Custom Builds, Templates, Workflow
File Servers	Windows File Management 2003, 2008, 2008 R2, HP Storage Area Network, Net-App Storage Solutions
GIS Services	Full GIS services from desktop map tools to online map services. Esri ArcGIS Desktop, ArcGIS Pro, ArcGIS Online, ArcGIS Server, SDE/SQL integration
Mobile Devices	Exchange ActiveSync, iOS, Android, and Windows Integration, GIS field data collection
Web	Website development, administration, intranet, custom web applications, reporting

PARTNERSHIPS

Interwest partners with the following technology companies:



Cost of Services

The City has requested a fixed fee services contract for the first 12-month period, with a City option to renew services for a subsequent 24 months. Our fees by proposed Subtask for each 12-month period is shown below.

Our fee calculations are based on the City's current state hardware, application and services infrastructure, as detailed in the RFP, as well as our estimate of potential improved solutions and approaches. Should substantial changes outside of this range occur during the course of the contract, we may request to negotiate directly with City project management to modify our fixed fees.

TASK 1 – ASSESS THE “AS IS” TECHNOLOGY ENVIRONMENT

Subtask 1.1 – Assessment of the City's Technology Environment

Subtask 1.2 – Prescription of a Technology Plan

For Task 1, we propose a single fixed fee to complete the two (2) subtasks. Interwest staff will perform a comprehensive assessment of the City's current technology environment and create and present for City review a proposed technology plan based on the results of the technology environment assessment.

We estimate that the completion of Task 1 will require approximately 50 hours of Interwest staff time. Our fixed fee to complete Task 1 is **\$5,650**.

TASK 2 – PROVIDE “END USER SERVICES” (EUS)

Subtask 2.1 – EUS Based on Implementation of Improved Solutions

Should the City of Maywood implement the solutions proposed in the Technology Plan, we estimate that an Interwest IT Analyst would need to provide 8 hours per week of on-site support, with an Interwest Network Engineer providing approximately 1 hour per week of on-site support. The Interwest IT Support Team will provide *unlimited remote helpdesk support* and *remote network monitoring* (24x7x365). Should the City choose to renew the contract, our proposed fixed fee will remain unchanged during the three-year term.

Service Period	Monthly Fee	Annual Total
November 2019 – October 2020	\$ 4,643.33	\$ 55,720
November 2020 – October 2021	\$ 4,643.33	\$ 55,720
November 2021 – October 2022	\$ 4,643.33	\$ 55,720

Subtask 2.2 – EUS Based on Continuation of Current Environment

Should the City of Maywood elect to remain in its current IT environment, we estimate that an Interwest IT Analyst would need to provide 8 hours per week of on-site support, with an Interwest Network Engineer providing approximately 3 hours per week of on-site support. The Interwest IT Support Team will provide *unlimited remote helpdesk support* and *remote network monitoring (24x7x365)*. Should the City choose to renew the contract, our proposed fixed fee will remain unchanged during the three-year term.

Service Period	Monthly Fee	Annual Total
November 2019 – October 2020	\$ 5,643.33	\$ 67,720
November 2020 – October 2021	\$ 5,643.33	\$ 67,720
November 2021 – October 2022	\$ 5,643.33	\$ 67,720

For any IT services specifically requested by the City that are outside the scope of work, we will clarify these services and staffing availability with the City, and provide those services at the hourly rates listed below:

Classification	Hourly Rate
IT Analyst	\$ 100.00
IT Specialist	\$ 110.00
IT Network Engineer	\$ 125.00
Project Manager	\$ 130.00

On-site emergency services will also be provided, as necessary, at the hourly rates listed above.

Acceptance of Conditions

We have reviewed the City of Maywood's RFP, including the sample Professional Services Agreement, and do not propose any revisions.

Our proposal and cost schedule shall be valid and binding for ninety (90) days following the proposal due date, and will become part of the contract this is negotiated with the City, should Interwest be selected to provide these services to the City of Maywood.

Detailed Staff Resumes and Certifications

Following this page, we have included detailed resumes for the following proposed staff, with copies of applicable certifications:

- **Mohammad Ahmed** PROJECT MANAGER | DIRECTOR, IT SERVICES
- **Jordan Conway** IT ANALYST (PRIMARY)
- **Hector Martinez**..... IT NETWORK ENGINEER
- **Zack Stigall** IT NETWORK ENGINEER
- **Samuel Humdy** IT ANALYST



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EXPERTISE

Citrix XEN APP
Citrix XEN Server
Windows Servers
Blackberry Enterprise Server
SharePoint
CISCO/SONICWALL Routers/Firewalls
Windows Active Directory
Barracuda Spam, Symantec
Backup/AV/Altiris

EXPERIENCE

With Interwest: 12 Years
Other Firms: 3 Years

EDUCATION

Strategic Management
California State University
Sacramento, CA

ADDITIONAL EXPERIENCE

IT Manager
Solano County Transit (SolTrans)
2014-Present

Contract IT Analyst
City of Elk Grove
2007-2014

IT Technician
City of Elk Grove
2003-2007

Mohammad Ahmed

Project Manager | Director, IT Services

Mohammad has 15 years of experience in the IT industry, serving both as a City employee and a consultant. His experience spans from daily technical issues and analysis to large project management related tasks. He has shown to be a valuable asset and wealth of knowledge to our clients. He approaches every project showcasing his technical skills.

Mohammed is continually updating his skill set through various training programs and seminars to stay current with the technologies needed to serve our clients. Staff, council and management can always depend on Mohammad to deliver and complete any task given to him.

PROJECT SPECIFIC EXPERIENCE

IT Manager

2011-Present San Joaquin Regional Rail Commission (SJRRRC)

Mohammad oversees the IT Department for SJRRRC. He provides client services that include Project Management, Vendor Management, and Budget- Planning. Mohammad led multiple projects like Public Wi-Fi Hotspot, SJRRRC Backup Integration, Software Implementation of Sage Customer Management Software, and upgrading SJRRRC Internet. Mohammad also helps coordinate Interwest's Help Desk with SJRRRC in scheduling desktop projects. Mohammad was responsible for the Commission's move to E-ticketing, implementation of Air Watch, and migration to Microsoft Exchange Online.

IT Manager

2016-Present Tahoe Transportation District

Mohammad is responsible for overseeing the day-to-day IT Operations and managing IT projects. He provides server support and camera system support, and provides vendor management and coordination for the District's ISP, phone and A/V vendors.

Accela Project Manager

2015-Present City of Eastvale

Mohammad coordinated migration from ELMS to Accela permit and asset management software. He is responsible for coordinating with City staff to ensure a seamless move between platforms, customizing Accela to meet the City's needs, integrating with GIS, and coordinating ongoing support efforts to troubleshoot issues and apply software updates.

IT Manager

2014-Present City of Bell

Mohammad serves as the IT Manager for the City of Bell. He is responsible for coordinating services between software and hardware vendors and developing an IT Strategic Plan. Mohammad led the implementation of the City's migration to a VOIP phone system and implemented a city-wide intranet using SharePoint.

IT Manager

2009-Present City of Wildomar

Mohammad installed and setup a fully functional IT environment including desktops, printers, email, and a Citrix Server. Interwest maintains 20 Desktops and interacts with council, responds to requests for procurement and helps with any IT-related tasks. Mohammad was responsible for the Network design and A/V redesign in the new City Hall Chambers.



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EXPERTISE

TCP/IP
DNS
DHCP
LAN/WAN
VPN/Remote Connectivity
Terminal Services
Netgear, Linksys, Basic Cisco
& Juniper routers
Firewalls

EXPERIENCE

With Interwest: Since 2019
Other Firms: 12 Years

**REGISTRATIONS
CERTIFICATIONS**

CompTIA A+
Google System Administration
and IT Infrastructure
Google IT Support Professional
AllWorx Certified Technician

Jordan Conway

IT Analyst

Jordan has more than 12 years of IT support experience providing networking, client/server, hardware and software support. He has provided a wide range of hands-on IT support services in a number of diverse environments, including large educational districts, mid-sized and small businesses, universities, and e-waste firms. His services have included desktop technical support, repair, end-user support/help desk, and network analysis and maintenance. Jordan is proficient and experienced in a host of networking protocols, hardware distributions, and software applications, as well as VoIP technologies. He is experienced in providing hardware technical support for new system deployment, as well as refurbishing for re-deployment.

Jordan is certified as CompTIA A+, Google System Administration and IT Infrastructure, Google IT Support Professional and an AllWorx Certified Technician.

PROJECT SPECIFIC EXPERIENCE

IT Network Engineer

2019-Present Interwest Consulting Group

Jordan provides network engineering services for Interwest clients, including configuration and support of Windows Server/SBS, SQL Server, and all Windows platforms. He installs and supports firewalls, switches, routers and servers. Jordan assists customers with RingCentral VoIP design and implementation. He designs and supports VLANs, VPNs, LANs, WANs and network security.

Technical Support Analyst

2017-2019 North Orange County ROP | Anaheim, CA

Jordan provided Districtwide troubleshooting and support including network issues associated with ROP systems co-located at other school district networks. He provided server, desktop, notebook, Chromebook, thin-client, virtual machine hands-on support on approximately 2,000 computers. Jordan managed deployment and support of Office 365, Exchange Online, and G-Suite (Google Docs). He assisted with Wi-Fi troubleshooting and support (SonicPoint and Cisco Meraki). He managed Active Directory ROP-wide, and managed network security via Unified Threat Management systems (Barracuda, SonicWall).

End User Support

2007-2019 Independent Consultant | Los Angeles, CA

Jordan provided end-user support for small businesses (15 – 30 users) where full-time help desk support was not required. He responded to on-demand needs for maintaining productivity in companies' technological environment (hardware repairs, software updates, network troubleshooting, new system deployment, etc.). Jordan provided long-term contract support for companies including Sierra Springs, Polar Springs, and The World At Your Doorstep, Inc.

Senior Support Technician

2014-2016 Method Technologies | Cypress, CA

Jordan provided phone and on-site support for approximately 200 clients in an MSP environment. He managed customer's IT infrastructure and/or end-user systems, on a proactive basis and under a subscription model. Jordan maintained a broad range of systems from 5 user operations to 200 user corporations. He managed and maintained incoming tickets and process requests in an efficient mission-critical manner.



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Lead Repair Technician

2010-2013

E-Logic, LLC | Garden Grove, CA

Jordan performed motherboard up repairs on pallets of machines in various states of functionality, assessing large lots of computers to determine best course of action (stripping, combining, repairing, etc.) to build fully functioning machines that could later be resold/redeployed. He built custom servers/workstations based on client's machine requirements, often processing 100+ incoming machines daily. Jordan managed on-site servers and multi-function printers, ordered supplies and responded to service calls.

Lead Desktop Technician

2007-2010

Hope International University | Fullerton, CA

Jordan provided phone support to users and trained users on resolution of issues. He implemented applications such as ticketing, purchasing and network monitoring. He built custom computers for different departments, selecting parts and then assembling, prepping and deploying desktop and workstations the same day as parts arrival. Jordan provided computer maintenance from virus removal to complete reformat, and would attempt troubleshoot problems to specific components rather than replacing an entire system.

Sample of Technical Expertise

Networking

TCP/IP
DNS
DHCP
LAN/WAN
VPN/Remote Connectivity
Terminal Services
Netgear, Linksys,
Basic Cisco & Juniper routers
Firewall

Hardware

Dell, HP, IBM/Lenovo desktop,
laptops and servers
Apple machines
Printers
Routers
Modems
Firewalls

VoIP

Jive
AllWorx
RingCentral
OnSIP

Ticketing Platforms

PearlDesk
Kayako
ConnectWise
OPRA

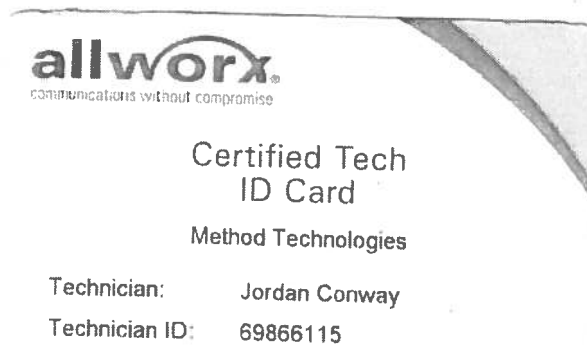
Applications

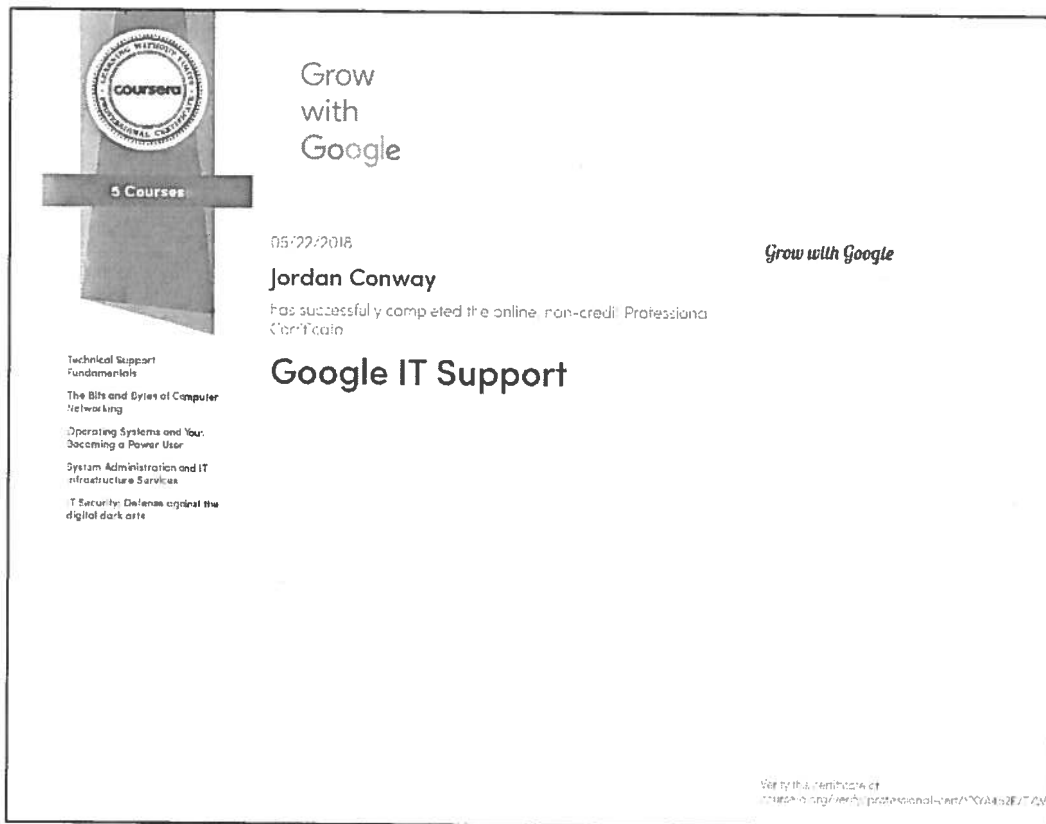
MS Office 2003, 2007, 2010
(Word, Excel, PowerPoint,
Outlook, OWA, Access)
MS Project
HyperV
ESXi

Jordan Conway

CompTIA A+ ce

Active
2018-Dec-08











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EXPERTISE

Hardware & Software Support
Barracuda Spam & Virus Firewall
Microsoft Exchange
Microsoft Office
Microsoft SharePoint
Microsoft Windows
Microsoft Windows Server
Symantec Antivirus
Symantec Encryption & Backup
Salesforce CRM
Google Apps
JavaScript
jQuery
PHP
CSS3
MySQL

EXPERIENCE

With Interwest: 4 Years
Other Firms: 13 Years

EDUCATION

Bachelor's Degree
Computer Science
California State University Fullerton
Fullerton, California

Hector Martinez

IT Network Engineer

Hector brings more than 16 years of IT experience. Hector is an experienced team leader committed to developing collaborative relationships with clients. Hector has an excellent attention to detail and delivers results that surpass performance standards.

PROJECT SPECIFIC EXPERIENCE

Police CAD Systems Administrator

2015-Present City of Bell – Police Department

Sun Ridge Systems RIMS – Installations, upgrades, Maintenance, and Technical support.

Financial Software Systems Administrator

2015-Present City of Wildomar

Tyler Technologies Eden Financial Software – Installations, Upgrades, Maintenance, Technical support, and adding users and permissions.

Accela Administrator

2015-Present City of Eastvale

Configure and maintain Accela permit and asset management software. Customize objects and fields. Create custom reports. Install updates. Integrate with GIS software. Provide first line technical support.

Network Engineer

2006-2014 Network Consulting Group

Configure and support Windows Server/SBS, SQL Server, and all Windows platforms. Install and support Dell Sonic WALL firewalls, switches, routers, and servers. Assist customers with RingCentral and Star2Star VoIP design and implementation. Design and support of VLANs, VPNs, LANs, WANs, and network security. Provide technical sales support for T1, MIS, MPLS, and VoIP services. Responsible for providing technical support and training of employees and vendors. Manage, configure and support Google Apps, office 365, and Salesforce CRM.

Technical Specialist

2001-2006 Network Consulting Group

Designed and maintained SQL Server databases. Monitor server performance and storage management. Developed and supported commission system for employees, vendors, and telecommunication carriers. Assisted customers with VPN, LAN, and WAN design, installation and support. Provided onsite and remote support for Windows server, desktop, application, and network devices.

Help Desk Consultant

1999-2001 California State University, Fullerton

International Education Department

Improved and maintained website and supported letter request on Apache Web Server. Provided analysis and documentation related to office's Access database. Assisted users, performed software updates, and maintained workstations and peripherals.

IT Department

Provided technical and software support to faculty, staff, and students. Supported Microsoft Office, SPSS, Informed Filler, Exchange Email. Configured Windows 9x/NT/2000, Dial-up Networking, and peripherals.



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Sample of Technical Expertise

Network Hardware/Appliances

Cisco ASA Firewall
Cisco and HP Routers and Switches
Microsoft ISA Firewall
Sonicwall
Backup/AV
CAT 5, 6 Crimping, Installation, Testing

Server Applications

Microsoft Exchange Server 2010, 2007, 2003
Microsoft SQL Server 2008 R2, 2008, 2005, 2000
MySQL
Microsoft Internet Information Services (IIS)
Nod32 AV
Symantec Backup Exec 2010

Operating Systems

Microsoft Windows Server 2008 R2, 2008, 2003, 2000
Microsoft Windows 7, Vista, XP, 2000, 98
Apple OS 6 – 10.7

Applications

Microsoft Office 2010, 2007, 2003, 2000, 97
Microsoft Office 365
Microsoft Project
Microsoft Visio
Adobe Acrobat Professional
VMware Desktop
Veeam Backup for VMware
Goggle Apps for Work
Salesforce CRM



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EXPERTISE

Hardware & Software Support
Microsoft Exchange
Microsoft Office
Microsoft SharePoint
Microsoft Windows
Microsoft Windows Server
Symantec Antivirus
Symantec Encryption & Backup
VMWare
Azure

EXPERIENCE

With Interwest: 3 years
Other Firms: 17 Years

EDUCATION

Cuesta College
San Luis Obispo, California

Zack Stigall

IT Network Engineer

Zack is a strong IT leader with 20 years of experience in IT consulting and project management. He has a proven ability to translate business needs into technology requirements that support client's business objectives. He excels in supporting network and systems infrastructure.

PROJECT SPECIFIC EXPERIENCE

Network Engineer

2017-Present Interwest Consulting Group
Network monitoring, technology audits, firewall and switch configurations.

Senior Systems Engineer

2013-2017 Synoptek, Inc.

- Client advisor and strategic leader for multiple clients
- Architect network and systems from the ground up
- Upgrades and migrations from minor replacements to full network and systems overhaul
- Onboarding and auditing of new clients including full systems documentation

Project Engineer

2007-2013 Synoptek, Inc.

- Lead Engineer for Municipalities of Seal Beach, San Juan Capistrano and Lake Forest
- Weekly/monthly meetings with clients to review SLAs, process improvement, project status, and prioritization
- Responsible for proactively designing and implementing clients' network and systems infrastructure
- Responsible for all aspects of clients' network, software, hardware, servers, workstations, switches, routers, firewalls, VPN cabling, etc.
- Network Assessment and Documentation; Performing complete technology audits with regards to systems and network infrastructure, workflow and business process; Over 30 systems/network infrastructure audits performed
- Highest point of escalation for reactive issues
- Implementation and support of MDTs (Mobile Data Terminals) in the Police cars for the City of Seal Beach
- Multiple Full scale start to finish VMware/SAN/HBA/ISCSI implementations with VLAN tagging and clustering, HA, DRS including snapshot/replay backup and offsite disaster recover strategies
- Implementation and support of Citrix XenDesktop, XenApp, and VMware View VDI and application presentation solutions
- Over 100 new servers built in 4 years to support various different applications, databases, services and other purposes
- Exchange migrations including 5.5 to 2003, 2003 to 2007, 2007 to 2010, and multiple Exchange versions to Office 365
- Domain upgrades from NT to 2000, 2000 to 2003, 2003 to 2008, 2008 to 2012



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Field Network Engineer/Project Manager

2000-2007 The GDR Group, Inc.

- Responsible for designing and implementation of clients network infrastructure and maintaining on a daily/weekly/monthly basis
- Support clients according to their needs and budget, put maintenance agreements in place whether it be a certain number of hours per week/day on a break-fix basis, work with them towards a more proactive technology solution
- Responsible for all aspects of the clients' networks, software/hardware, servers, workstations, switches, routers, firewalls, VPN, cabling, etc.
- Network Assessment and Documentation
- Led 5 Exchange migration projects with the smallest client consisting of 50 users. These projects included Exchange 5.5/2003, 2000/2003, 2003/2003 migrations
- Project lead and participated in over 20 major network and Data center moves

Sample of Technical Expertise

Network Hardware/Appliances

Barracuda SPAM Filter
Barracuda Web Filter
CAT 5, 6 Crimping, Installation, Testing
Cisco and HP Routers and Switches
Cisco ASA Firewall
Microsoft ISA Firewall
Sonicwall

Operating Systems

Microsoft Windows Server
2008 R2, 2008, 2003, 2000
Microsoft Windows 10, 8, 7, Vista, XP, 2000, 98
Apple OS 6 – 10.7
Linux (Red Hat, Fedora, Ubuntu)

Server Applications

Microsoft Exchange Server 2010, 2007, 2003
Microsoft SQL Server 2008 R2, 2008, 2005, 2000
MySQL
Microsoft Internet Information Services (IIS)
Microsoft SharePoint 2010
Citrix XenApp
Microsoft Terminal Services
Veritas/Symantec Backup Exec
Microsoft Data Protection Manager
Symantec Endpoint Protection
Multiple virus and spyware enterprise protection suites
Altiris/Symantec Deployment Console
WSUS

Applications

Microsoft Office 365
Microsoft Office 2016, 2013, 2010, 2007, 2003, 2000, 97
Microsoft Project
Microsoft Visio
Adobe Acrobat Professional
VMware
Veeam Backup for VMware



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EXPERTISE

Microsoft Office Suite
(Word, Excel, PowerPoint)
Symantec antivirus client setup
Routing information protocol (RIP)
configuration
Enhanced interior gateway
protocol (EIGRP) implementation
Dynamic Host Control Protocol
(DHCP) server configuration
Router installation and
configuration
Hard drive imaging
User account modification
VoIP implementation
Microsoft Exchange Server
configuration
DNS server setup

EXPERIENCE

With Interwest: 2 years
Other Firms: 12 Years

EDUCATION

Associates – General Degree
Riverside City College – Riverside, CA

B.S. Information Technology
(currently in process)
Grand Canyon University – Online

Samuel Humdy

IT Analyst

Samuel has provided services as a Field Technician, Surveillance Technician, Network Technician and IT Specialist for more than 14 years. Since joining Interwest in 2018, he has provided IT services to multiple clients. Samuel previously served the United States Army as an IT Specialist, providing daily hardware and software technical support for computer and communications hardware, software and equipment, and as an IS Administrator, advising and developing strategies for software standardization, compatibility, and implementation while maintaining system integrity. Samuel previously served as a Network Technician for a private IT services firm, installing network configurations, testing and configuring software, troubleshooting network-related issues, repairing hardware and peripheral devices, and ensuring drivers and security software was properly installed on employee computers. He also has experience installing and maintaining closed circuit DVR systems, implementing and maintaining hardware firewalls, and implementing Dynamic Host Control Protocol (DHCP) servers.

PROJECT SPECIFIC EXPERIENCE

IT Analyst

2018- Present Interwest Consulting Group

Samuel provides IT services to multiple Interwest clients, including the City of Bell and the City of Rosemead.

IT Specialist

2016-2018 United States Army | Los Angeles, CA

- Provide daily hardware and software technical support for computer and communications hardware, software and equipment created with BMC remedy trouble ticket software.
- Information Systems Administrator, advising and developing strategies for software standardization, compatibility, and implementation while maintaining system integrity.
- Manage ongoing hardware and software issues, including dissemination of unclassified and classified information.

Network Technician

2017-2018 Caltronics | Irvine, CA

- Install network configurations, testing and configuring software; create scan folders on all servers; troubleshoot all network-related issues; repair hardware and peripheral devices; ensure drivers/security software is properly installed on employee computers

Gaming Commission Surveillance Technician

2014-2015 Pechanga Band of Luiseno Mission Indians | Temecula, CA

- Provided technical support to the surveillance department; installed and repaired all security systems within the resort; installed and maintained closed circuit DVR systems

Field Technician

2006-2014 Charter Communications | Riverside, CA

- Assisted in providing on-the-job training and mentoring to all installers and technicians; installed and maintained closed circuit DVR systems; completed residential and commercial installations; diagnosed and repaired multi-repeat trouble calls



AGENDA
ITEM NO. 6

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 11, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JMV*

BY: MANUEL GOMEZ, CONSULTANT PROJECT MANAGER

RE: CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ALTA ENVIRONMENTAL FOR MS4 PERMIT COMPLIANCE AND SUPPORT SERVICES

RECOMMENDATION

1. It is recommended that the City Council approve the attached Professional Services Agreement with Alta Environmental, in the form approved by the City Attorney, to provide Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit professional support services through June 30, 2021 for a total not to exceed amount of \$156,545, and authorize the Mayor to execute the contract.
2. It is recommended that the City Council appropriate \$76,860 from unallocated funds in the General Fund to fund the proposed MS4 Professional Services contract for the current fiscal year only, and consider funding for the second term of the contract with the FY2020-21 budget process.

FISCAL IMPACT

Funds for this item were not included in the FY 2019/20 budget; therefore if approved, the budget will need to be increased by \$76,860 for FY 2019/20. Funds will be appropriated from the General fund to account 5432 Professional Services.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

On May 8, 2019, the City Council authorized staff to advertise a Request for Proposals (RFP) for MS4 Permit Facility Program Inspection Services. In September 2019, the RFP scope of work was expanded to include NPDES compliance, and management and implementation of the City's Fats, Oils, and Grease (FOG) Program. On October 10, 2019, the City received proposals from two qualified consultant firms, Alta Environmental and CASC Engineering.

DISCUSSION

The consultant's proposals were reviewed for compliance with the provisions of the City's RFP and evaluated based on the firm's qualifications, background and experience of proposed personnel, methodology, and cost effectiveness. After careful review of the proposals, staff finds ALTA Environmental having the best combination of technical skills and experience to perform the requested service. The proposal submitted by ALTA Environmental represents a thorough understanding of the City's needs, complies with City requirements, and documents the firm's experience providing similar services for other municipalities. The following are the results of the evaluation:

Rank	Firm	Proposed Annual Cost
#1	ALTA Environmental	\$ 76,860 (thru June 2020) \$ 79,685 (thru June 2021)
#2	CASC Engineering	\$ 78,405 (thru June 2020) \$ 76,425 (thru June 2021)

The consultant's proposed fees were determined to be competitive and commensurate with the requested professional services. Fees for the highest ranked firm are approximately one percent (1%) higher than the second ranked firm, and considered by staff to be appropriate for the proposed services. Staff recommends that the City Council award the contract for MS4 and NPDES Permit Compliance and Support Services to ALTA Environmental.

ATTACHMENT(S)

Attachment No. 1 – Professional Services Agreement
Attachment No. 2 – ALTA Environmental Proposal and Fee Schedule

ATTACHMENT NO. 1

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated _____, 2019 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and ALTA Environmental NV5 ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent Consultant to perform MS4 Compliance and Support Services.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

Consultant's Services.

Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services"), attached as Exhibit A. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Jacqueline McMillen, Senior Project Manager (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2021, unless sooner terminated as provided in Section 12 of this Agreement or extended.

Compensation.

Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, a not to exceed amount of One Hundred Fifty Six Thousand Five Hundred Forty Five (\$156,545.00), as more particularly described in Exhibit B ("Consideration"). Said Consideration shall constitute reimbursement of Contactor's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than \$ 156,545.00 (which includes expenses and additional services (if any) during the term of this Agreement.

Expenses. The City will not reimburse Consultant for any expenses, unless expenses are agreed upon in advance in writing by both parties and/or set forth in the Exhibit B.

Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in Exhibit B, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

Method of Payment.

Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

Independent Consultant. 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. Neither City nor any of its 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, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

Information and Documents.

Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subconsultants shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

Conflicts of Interest. Consultant and its officers, employees, associates and subconsultants, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subconsultants shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

Indemnification, Hold Harmless, and Duty to Defend.

Indemnities.

To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers,

attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent Consultants in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subconsultants, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Consultant relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 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. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subconsultant, its officers, agents, servants, employees, subconsultants, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subconsultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall 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.

Insurance Requirements not Limiting. 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. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

Insurance.

Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall provide insurance in the amount required by California law.

Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or

such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

Additional Insured. The general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

Consultant's Waiver of Subrogation. The insurance policies required under this Section 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 City.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, 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.

Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original

endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

SubConsultant Insurance Requirements. Consultant shall require each of its subconsultants that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

Mutual Cooperation.

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

Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

Termination of Agreement.

Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least ten calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date 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. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

Default.

Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: City Manager
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

If to Consultant:

Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done,

furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subconsultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subconsultants and agents.

Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

Business Days. "Business days" means days Maywood City Hall is open for business.

Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Maywood.

Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Maywood,
a California municipal corporation

Consultant:

ALTA Environmental NV5

By: _____

Eduardo De La Riva
Mayor of the City of Maywood

By: _____

Name: _____
Title: _____

ATTEST:

By: _____

Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

[ALTA ENVIRONMENTAL / NV5 PROPOSAL dated October 10, 2019]

EXHIBIT B

COMPENSATION

[ALTA ENVIRONMENTAL / NV5 FEE SCHEDULE dated October 30, 2019]

ATTACHMENT NO. 2

PROFESSIONAL MS4 COMPLIANCE AND SUPPORT SERVICES

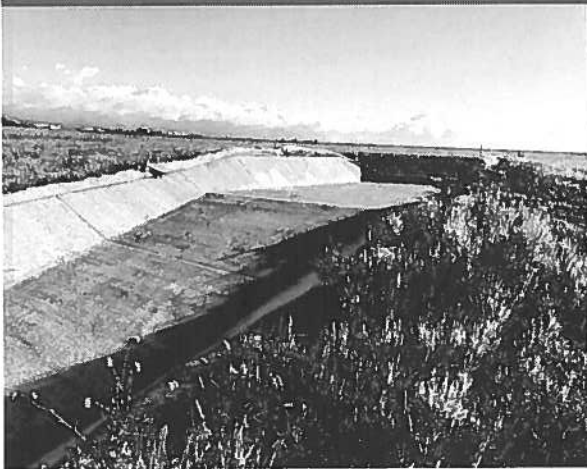
October 10, 2019

Prepared For:

CITY OF MAYWOOD

City Clerk's Office
4319 East Slauson Avenue
Maywood, CA 90270
Attn: Dan Garcia, City Engineer

(323) 562-5700



ALTA
ENVIRONMENTAL
AN **NV5** COMPANY

3777 Long Beach Boulevard, Annex Building
Long Beach, CA 90807
Phone: 562.495.5777

MAYW-19-9148



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ATTACHMENTS

- Attachment 1 – Resumes
- Attachment 2 – Proof of Certifications/Registrations
- Attachment 3 – Proof of Insurance



A. COVER LETTER

October 10, 2019

City of Maywood
Engineering Department
4319 East Slauson Avenue
Maywood, CA 90270
Attention: Dan Garcia, City Engineer

RE: Request for Proposals (RFP) to Provide Phase I MS4 NPDES Permit Professional Compliance and Support Services

Dear Mr. Garcia,

Alta Environmental, an NV5 Company, (Alta | NV5) is pleased to present the City of Maywood (City) with this proposal to provide Phase I Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit professional support services as required to comply with the objectives of California Regional Water Quality Control Board, Los Angeles Region (LARWQCB), Order No. R4-2012-0175-AO1, the amended Coastal Los Angeles County MS4 NPDES Permit.

Alta | NV5 has a highly qualified and diverse team to provide technical expertise to solve water resource issues from the top of the watershed to the Pacific Ocean including management of source water, waste water, and storm water. Our expertise includes strategic program management, site inspections and assessments, and monitoring and reporting for storm and waste water compliance. We have extensive experience with the Phase I MS4 Permit requirements. Because of our experience with municipal Phase I Permit concerns and operations, compliance issues, state and local regulatory requirements, and Total Maximum Daily Loads (TMDL), we will implement the services in a highly efficient and cost-effective manner to ensure compliance and reduced risk. Alta | NV5 is committed to supporting the City's compliance requirements based on robust planning, sound scientific methodologies, thorough quality checks and well-structured reports. We have provided similar services to numerous municipal, industrial, and commercial clients subject to MS4 Permits, the Industrial General Permit (IGP), and the Construction General Permit (CGP). These clients include the Peninsula Watershed Management Group Permittees, the City and County of Los Angeles, and many other municipalities throughout Southern California. Safety of our employees, City employees, industrial and commercial employees, and the community at large is our number one priority and we will implement this program to the highest standards during performance of our services.

We acknowledge the receipt of Addendum No. 1 dated September 19, 2019 and Addendum No. 2 dated October 1, 2019.

Please note this Proposal is valid for 90 days from the date listed above. You can reach Jacque at (562) 489-9744 or via email at Jacqueline.McMillen@altaenviron.com if you have questions or need clarification on this proposal.

On behalf of and for Alta | NV5,

Jacqueline McMillen, PE, QISP, Senior Project Manager

Lisa Kay, President



B. CREDENTIALS AND EXPERIENCE

Alta | NV5 is a well-recognized environmental consulting firm in the areas of storm water permit compliance, environmental site assessment, remediation, hazardous materials, industrial hygiene, hazardous waste, environmental health and safety, air quality, sustainability, training, and litigation support. The Alta | NV5 team has been providing professional environmental consulting services in Southern California for over 50 years, with over 400 qualified professionals in offices in Long Beach, Irvine, Anaheim, Oceanside, San Diego, and Van Nuys, California. Alta Environmental became an NV5 company in May 2019, adding the expertise of over 2,800 engineering and technical consulting staff in over 100 offices worldwide, focused on Energy, Construction Quality Assurance, Environmental Compliance, Program Management, and Infrastructure.

The trusted relationships we built with our clients are shown by the recognition by Zweig Group as a **Hot Firm** (2018 and 2019) for faster growth than our peer firms. Our growth is due to our loyal return and repeat client business and long-term retention and dedication of our technical experts. We were also recognized as a Zweig Group **Best Firm to Work For** over the last three years (2017, 2018 and 2019).



Alta | NV5 has Licensed Professional Engineers (PE), Certified Professionals in Storm Water Quality (CPSWQ), Qualified Industrial Stormwater Practitioners (QISP), QISP Trainers of Record (QISP/ToR), Certified Professionals in Erosion and Sediment Control (CPESC), Qualified SWPPP Developers/Trainers of Record (QSD/ToR), and Qualified SWPPP Practitioners (QSP) to assist our clients with technical permit compliance support using the following services:

- Phase I/II NPDES permit support
- Industrial/Construction NPDES permit support
- SWPPP development and maintenance
- Development of monitoring plans and watershed management plans
- BMP recommendations and effectiveness assessments
- Forecasting and budgeting services for permit compliance
- Water quality/quantity monitoring, data assessment, and report writing
- GIS mapping and analysis
- Hydrologic modeling
- Sustainability planning and water resiliency assessments
- Third party data/report review
- SWAMP comparable QAPP development
- TMDL expertise and implementation plans
- Laboratory data assessment and validation
- Emergency support services
- Source identification and Cross-media special studies
- Training, audits, and inspection services
- Commercial/Industrial inspection support
- Aerial drone surveys/photography and spatial analysis
- Weather forecasting, tracking, and rainfall assessments for storm water compliance
- Plan check services
- Public outreach and information



B.1 SIMILAR PROJECT EXPERIENCE

Alta | NV5 has successfully completed similar projects for many clients in Southern California, just a sample of which are listed below. Selected projects relevant to the scope of work described in the RFP are presented on the following pages. The summaries focus on the work products completed in collaboration with municipalities and private clients, including but not limited to, facility inspections, plan reviews, construction inspections, training and reporting.

Table 1. Alta | NV5 Municipal Clients with Similar Scopes of Work

Client	Location
City of Carlsbad	Carlsbad, CA
City of Coronado	Coronado, CA
City of El Cajon	El Cajon, CA
City of Escondido	Escondido, CA
City of Oceanside	Oceanside, CA
City of San Diego	San Diego, CA
City of San Marcos	San Marcos, CA
County of San Diego	San Diego, CA
Los Angeles World Airports (LAWA)	Los Angeles & Van Nuys, CA
Ontario International Airport Authority (OIAA)	Ontario, CA
Palos Verdes Peninsula Coordinated Integrated Monitoring Program	Rancho Palos Verdes, CA
Port of Long Beach	Long Beach, CA
Riverside County Flood Control and Water Conservation District	Riverside, CA



ALTA
ENVIRONMENTAL

AN NVIS COMPANY

Los Angeles World Airports (LAWA)

Contact: Mr. Robert Freeman
Environmental Services Division Manager

Address: Los Angeles World Airports
7301 World Way West,
Los Angeles, CA 90045

Phone: (424) 646-6474

Email: rfreeman@lawa.org

Dates of Service: 2014-present



LAX

Los Angeles World Airports

Alta | NV5 is providing storm water monitoring, analysis, and reporting services for LAWA at Los Angeles International Airport (LAX) and Van Nuys Airport (VNY) to comply with California's IGP. LAWA is required to perform storm water monitoring, as required under the IGP and the Los Angeles RWQCB. Alta | NV5 also conducts on-call storm water regulatory services for IGP compliance including preparation of sediment and erosion control plans for the LAX Dunes Habitat Area.

Alta | NV5 has performed NPDES monitoring and reporting service for LAWA since 2014. We have successfully captured all required storm water monitoring events during each year of monitoring with an exemplary safety track record. Our experience with flow monitoring and autosampler equipment operations in each of LAWA's drainage areas has been demonstrated during each year of monitoring. Alta | NV5 has maintained the sampling equipment since 2014, when we procured and installed the new monitoring stations. Since 2014, we have moved the Argo and Dominguez monitoring stations as a result of airport-wide modifications and have ensured full operation immediately after each station move. We fully document observations during confined space entry to the MS4 and share those observations with LAWA to assess BMP effectiveness. Alta | NV5 developed flow equations and runoff estimates for sampler flow pacing, conducts four storm water monitoring events at LAX and VNY per year, prepares rainfall analysis, develops sampling hydrographs, manages subcontract laboratories including microbiological analyses, performs data QA/QC and data management, and annual reports each monitoring year.

Port of Long Beach

Contact: Mr. James B. Vernon III

Address: Port of Long Beach
415 West Ocean Boulevard
Long Beach, CA 90802

Phone: (562) 283-7114

Dates of Service: 2015-2018



Port of
LONG BEACH
The Green Port

The Port of Long Beach required assistance with transition of its Industrial Permit Compliance Program from a Port led program to individual permits held by each of their respective tenants under the 2014 IGP. The Port selected the Alta | NV5 team to provide regulatory support, development of a consistent sampling and analysis program, quality assurance program plans, and to provide support to tenants during site walks and identification of potential sampling sites. The Port's goals were to collect robust high-quality data that would provide support with analysis of receiving water TMDLs and to characterize storm water quality from the permittees' facilities.



Our team assisted the Port in evaluating key monitoring locations at 22 tenant sites. The work included designing and implementing the monitoring program and assisting the Port with regulatory compliance concerns. The team developed scientifically defensible and cost-effective flow weighted auto-sampling methodologies, selected appropriate storm water auto-sampling equipment and instrumentation, and developed QA/QC program guidelines and an SAP. The team has managed coordination with laboratories for a complex group of laboratory analytes required by the IGP and TMDLs incorporated in the IGP. The team developed monitoring and implementation plans on short notice as required by the Port's staff. The team also assisted the Port with literature reviews and recommendations for low impact development mitigation strategies and potential mitigation banking and water quality credit trading.

City of Coronado

Contact: Ms. Kim Godby
Utilities Supervisor

Address: City of Coronado
1825 Strand Way
Coronado, CA 92118

Phone: (619) 522-7387

Email: kgodby@coronado.ca.us

Dates of Service: 2015-present



NV5 is currently working as a subconsultant to LaRoc Environmental to provide On-Call Storm water Support Services to the City of Coronado—specifically inspection support for FOG inspections and post-construction BMP inspections. Under the current as-needed services contract, the team is supporting the City with strategic planning and implementation of programs for ever-changing permits and regulations. A key contribution has been providing expertise and supporting a vision of regional issues at a local level for a city the size of Coronado. We have supported compliance activities for the preparation of the Jurisdictional Runoff Management Plan and its implementation: SWQMP and development review support, construction WPCPs erosion plans, and SWPPPs by a QSD, inspections, monitoring and testing, meeting attendance, permit re-issuance review and comments, annual reporting and other services. Inspection services include maintaining inventories, preparing form templates, preparing inspection reports, and supporting issuance of enforcement actions.

Other activities include inspections of construction sites by QSD/P, post-construction treatment control, municipal facilities, conducting concurrent FOG/ storm water commercial facility inspections and joint-inspections with the Port of San Diego. The team has supported illegal discharge investigations and the implementation of water quality testing associated with the Focused Priority Water Quality Condition of Swimmable Waters, dry weather/MS4 outfalls, NPDES/WDR permits and other special projects (solid waste, recycled water, etc.). Special assignments have included updating the City's BMP design manual, on-site extension of staff services for land development review, preparation of sampling SOPs for special waste and beach water quality testing, development of a trash amendments evaluation and implementation plan, supporting the City's website posting of water quality testing data and special event GIS mapping.



City of Beaumont

Contact: Mr. Jeff Hart
Public Works Director
Address: City of Beaumont
550 East 6th Street
Beaumont, CA 92223
Phone: (951) 572-3213
Email: jhart@beaumontca.gov
Dates of Service: 2016-present



NV5 is providing review of private development projects and public works inspection services for the City of Beaumont. NV5's team of professionals reviews the gambit of development applications—from several thousand lot, multi-phase planned residential developments to proposed floodplain development and structural review of bridges. We review all plans and associated technical reports for clarity, format, completeness, and conformance to the City's grading and roadway criteria, industry-standard design procedures, permit requirements, and conditions of development. Reviews include improvement, grading, and erosion control plans, sewer and storm drain plans, hydrology and hydraulic reports, water quality reports, geotechnical reports, structural calculations, and cost estimates. We are also assisting the City with the development of checklists, standard notes, unit price lists, and other documents to standardize and streamline the review and inspection process.

NV5 has been proactive in communicating with project engineers/developers and the City to make sure that issues are identified and addressed early in the review process and that projects are moved forward to completion as quickly as possible.

Ontario International Airport Authority (OIAA)

Contact: Mr. Keith Owens
Engineering Manager
Address: OIAA
1923 East Avion Street
Ontario, CA 91761
Phone: (909) 544-5383
Email: kowens@flyontario.com
Dates of Service: 2016-present



Since November 1st, 2016, our team of environmental professionals provides on-site environmental management for Ontario International Airport (ONT). Alta | NV5 ensures compliance with environmental regulations and programs including air quality, hazardous materials, hazardous waste, storm water, waste water, and NEPA/CEQA. We work directly with OIAA staff to develop environmental programs and planning documents.

OIAA's storm water program includes monitoring and reporting activities at ONT for compliance with their Industrial Storm Water Permit. Additional support includes preparation of Storm Water Pollution Prevention Plans, annual reporting, training, BMP design and technical support, tenant inspections,



regulatory technical reviews and preparation of technical comments, and third-party litigation support. Alta | NV5 performs BMP inspections at over 23 tenant locations.

Coachillin' Holdings

Contact: Ms. Katherine Dickerson
Chief Operating Officer

Address: Coachillin' Holdings, LLC
71713 Highway 111, Suite 100
Rancho Mirage, CA 92270

Phone: (760) 775-4000

Dates of Service: 2017-present



The 160-acre Coachillin' Canna-Business Park is bringing together industry leading professionals and stands alone as the first & largest cooperative canna-business compound of its kind. The project is fully-entitled and—at full buildout—will feature more than 3,000,000 SF of sustainable cannabis cultivation, manufacturing, processing, laboratory testing, distribution and touring/education facilities. In addition to the cultivation and manufacturing facilities, Coachillin' features a hotel with a lazy river, an amphitheater, a brewery, and comprehensive security. Alta | NV5 is providing a variety of services for this unique project, from our various vertical service teams. Work to date includes as stormwater, wastewater, hazardous waste, general environmental compliance, MEP, surveying, and engineering design. Our water resources experts are providing services for the creation of a multi-phase Storm Water Pollution Prevention Plan (SWPPP) and QSD/P inspection services throughout the course of the construction activities. We have prepared a soil management report for landscape compliance reporting, Sludge Management Report as part of the facility's WDR for an onsite septic system and conducted storm water quality investigations.

The Alta | NV5 field team conducted field oversight, soil sampling and analysis to prepare a report in response to a diesel spill at the project site. Our field team also conducted onsite wastewater treatment systems monitoring for a well installation. Once the installation is complete, we will prepare a final Well Installation Report including the well construction and boring logs. This report will be reviewed and signed by our California registered Professional Geologist.

Palos Verdes Peninsula Coordinated Integrated Monitoring Program

Contact: Mr. Andrew Martin
Managing Environmental Scientist

Address: Anchor QEA
9700 Research Drive
Irvine, CA 92618

Phone: (949) 334-9630

Email: amartin@anchorqea.com

Dates of Service: 2016-present



RANCHO PALOS VERDES

Alta | NV5, as a key subcontractor to Anchor QEA, is implementing MS4 outfall monitoring requirements for the Palos Verdes Peninsula CIMP. Participating agencies include the cities of



Rancho Palos Verdes, Palos Verdes Estates, Rolling Hills Estates and Rolling Hills, as well as the County of Los Angeles.

Prior to commencing field work, Alta | NV5 conducted field reconnaissance and worked with the Peninsula Watershed Management Group agencies to obtain encroachment and traffic control permits, developed a sampling and analysis plan, and developed a health and safety plan.

Alta | NV5 procured, installed, calibrated and maintained two flowmeters at MS4 outfall locations, which have been installed since late 2016. Alta | NV5 and Anchor QEA conduct wet weather monitoring at six MS4 outfall locations during three storm events per year and Alta | NV5 conducts dry weather MS4 outfall monitoring at four locations on a monthly basis which includes protocols for TMDL compliance.

Alta | NV5 also conducted MS4 outfall investigations of non-storm water discharges to identify potential source(s) of illicit discharges and connections and/or discharges of non-storm water flows. Alta | NV5 worked with Anchor QEA and John Hunter Associates to determine if flows originating upstream of the Rolling Hills Estates monitoring location were from a permitted discharge or an illegal discharge. Alta | NV5 field staff conducted an extensive canvassing of the drainage areas including 32 monitoring locations of manholes and outfalls during the investigation.

City of Carlsbad

Contact: Mr. Tim Murphy
Watershed Protection Manager

Address: City of Carlsbad
Environmental Management Division
1635 Faraday Avenue
Carlsbad, CA 92008

Phone: (760) 602-7587

Email: Tim.Murphy@carlsbadca.gov

Dates of Service: 2015-present



Alta | NV5 performs monitoring and assessment of the water quality and quantity of discharges from the MS4, pollutant sources and/or stressors, and supporting effectiveness assessment of the water quality improvement strategies implemented as part of the Carlsbad Water Quality Improvement Plan (WQIP). Alta's scope of services includes dry weather MS4 outfall field screening, non-storm water persistent flow MS4 outfall discharge monitoring, dry weather special study monitoring, Illicit Discharge Detection Elimination investigations, and data formatting, assessment, and reporting of the monitoring programs.

During 2017, Alta | NV5 conducted two rounds of MS4 outfall field screening at 37 outfalls for a total of 74 field screenings. Since 2015, Alta | NV5 has conducted five rounds of non-storm water persistent flow MS4 outfall discharge monitoring at five major MS4 outfall locations. Alta | NV5 implemented two rounds of a dry weather special study to characterize temporal flow and fecal indicator bacteria at selected major MS4 outfalls. To accomplish high quality flow data acquisition in low flow conditions, we designed and installed low flow weirs with flowmeters to establish high resolution baseline flow conditions.



Alta | NV5 is currently implementing a special study to determine whether dry weather discharges from the MS4 are originating from groundwater sources, other permitted discharges, or originate as anthropogenic non-storm water sources. Alta | NV5 utilizes stable isotope analysis to provide the fingerprint of different samples of water. Water samples are collected for hydrogen, oxygen, and strontium isotopes from the MS4 outfall sites and from suspected sources of non-storm water flows that could be entering the MS4. The sources studied include municipal tap water, local groundwater, desalinated water, and recycled water. The distinct isotopic and geochemical signatures provide the isotopic variation among the water samples, allowing the City of Carlsbad to determine if the isotopic composition of one or more potential source(s) match what is measured in the water discharging from the MS4 outfall sites.

CITY OF MAYWOOD
Engineering Department

DAVE RENFREW, CPSWQ, PMP,
QISP/ToR, QSD/P
Principal-in-Charge

JACQUE MCMILLEN, PE, QISP, QSD
Project Manager

**TASK 3: PUBLIC
INFORMATION &
PARTICIPATION PROGRAM**

Jacque McMillen, PE, QISP,
QSD

Task Manager

Gabriella Dow*
Adrian Lopez*
Amy Nguyen
Mehak Gupta**

**TASK 5: PUBLIC FACILITY
INVENTORY**

Jacque McMillen, PE, QISP,
QSD

Task Manager

Michelle Hallack*
Amy Storey
Adrian Lopez*
Amy Nguyen
Mehak Gupta**

**TASK 7: REDEVELOPMENT
CONSTRUCTION
INSPECTIONS**

Matt Renaud, CPESC, QISP,
CESSWI, QSD/P ToR

Task Manager

Jennifer Peterson
Amy Nguyen

**TASK 9: PUBLIC ACTIVITY
MANAGEMENT**

Jacque McMillen, PE, QISP,
QSD

Task Manager

Gabriella Dow
Adrian Lopez*
Mehak Gupta**
Amy Nguyen

TASK
Jacque

**TASK 4: INDUSTRIAL/
COMMERCIAL FACILITIES**

Adrian Lopez, QISP*

Task Manager

Austin Kay
Amy Nguyen
Mehak Gupta**
Bridgette Reddington

**TASK 8: POST-
CONSTRUCTION BMP
INSPECTIONS**

Jennifer Peterson, PE, CFM,
QSD/P, CPESC, LEED AP

Task Manager

Jacque McMillen
Adrian Lopez*
Amy Nguyen
Mehak Gupta**

**TASK 6: REDEVELOPMENT
PLANNING**

Jennifer Peterson, PE, CFM,
QSD/P, CPESC, LEED AP

Task Manager

Jacque McMillen
Michelle Hallack*
Adrian Lopez*
Mehak Gupta**
Amy Nguyen

**TASK 10: I/C
INVESTIGATIONS &
ELIMINATION**

Garth Engelhorn, CPSWQ,
QISP/ToR

Task Manager

Adrian Lopez*
Austin Kay
Amy Nguyen
Mehak Gupta**

TASK 11: TRAINING

Garth Engelhorn, PE, QISP,
QSD

Task Manager

Garth Engelhorn
Adrian Lopez*
Amy Nguyen
Mehak Gupta**



Our project team was carefully selected to fulfill the requirements in the RFP in a cost-effective manner. Their resumes can be found in an attachment to this proposal.

Principal-in-Charge: Dave Renfrew, CPSWQ, PMP, QISP/ToR, QSD/P



David Renfrew brings 23 years of experience in the environmental industry with a focus on Phase I Municipal NPDES Compliance Programs. Mr. Renfrew provides specialty professional expertise to municipal, industrial, commercial, and institutional clientele. He has implemented full scale monitoring and reporting projects and provided extensive program management support. Through his career, he has conducted extensive regulatory reviews, and developed strategic technical comments to shape regulatory policy and permits on behalf of his clients. His project work includes management of municipal contracts to ensure quality project delivery.

Project work includes compliance with Phase I NPDES Permit requirements including inspections, reporting, database development, site assessments, watershed assessments, water quality management plans, BMP effectiveness assessment, aerial deposition, site specific objectives, toxicity identification evaluations, water scarcity assessments, and resiliency planning documents. Mr. Renfrew is a member of several CASQA subcommittees: Watershed Management and Impaired Waters, the Industrial Subcommittee, Policy and Permitting Subcommittee, and Pesticide Subcommittee. He was also recently appointed to the IGP Train the Trainers Workgroup by the State Water Resources Control Board. He has supported numerous municipal and RWQCB efforts through providing regulatory comment letters, reviewing statewide workplans, and assessing related water quality studies. His work provides his clients a pathway for economically responsible compliance that results in significant savings for the client and associated stakeholders.

Project Manager: Jacque McMillen, PE, QISP, QSD



Jacque McMillen is a registered Professional Civil Engineer, QISP, and QSD with 13 years of experience supporting industrial and municipal clients with their environmental compliance programs. She received her Bachelor of Science degree in Chemical Engineering from University of Illinois at Urbana-Champaign and entered the environmental consulting field upon graduation. Ms. McMillen's areas of expertise include environmental permitting, regulatory review and research, storm water compliance and reporting, engineering design, sediment and erosion control plans, and storm water drainage analyses. She has direct experience developing and managing extensive storm water compliance programs for industrial and municipal clients and serving in an advisory capacity regarding storm water programs to local government agencies within the State of California.

She has supported a variety of clients in navigating the IGP requirements including permit registration document preparation, development of Storm Water Pollution Prevention Plans, site inspections, monitoring, Exceedance Response Action reporting, and electronic reporting via the Stormwater Multiple Application and Report Tracking System (SMARTS).



Task Manager: Garth Engelhorn, CPSWQ, QISP/ToR



Garth Engelhorn is a Certified Professional in Storm Water Quality and a QISP ToR with 16 years of environmental compliance experience providing leadership for many interdisciplinary projects for industrial clients, state and local government agencies in San Diego, Riverside and Los Angeles counties. He received his bachelor's degree in Earth Science/Geology with an emphasis in Geophysics from University of California, San Diego in 2003. Mr. Engelhorn has provided strategic advice, interpreted regulatory requirements, designed programs and implemented monitoring, study and planning efforts for a variety of complex projects and environmental regulatory programs. His experience includes managing permit compliance and water quality monitoring programs for local government agencies including the County of San Diego, City of San Diego, City of Vista, City of

Carlsbad, Riverside Flood Control and Water Conservation District, Ports of Los Angeles and Long Beach, and many others.

He has extensive experience leading NPDES and TMDL compliance monitoring programs, including the design of watershed assessments, methodologies, investigations, facility inspections, source identification studies, BMP effectiveness assessments, and compliance reporting. His work focuses on project development, study design, project management, and QA oversight. As a Project Manager, he has prepared scopes, developed and implemented monitoring programs, coordinated with clients, and managed budgets, schedules, and deliverables successfully.

Task Manager: Matthew Renaud, CPESC, QISP, CESSWI, QSD/P ToR



Matt Renaud has 18 years of experience in environmental remediation and storm water compliance consulting, with a scientific specialization in water quality investigations. Additional areas of expertise include construction and industrial storm water compliance: SWPPP writing, site inspections/audits, discharge sampling, compliance programs development, and ERA Reports. His responsibilities include the evaluation of analytical data and compilation of data for regulatory filing and final reports.

Senior Inspector: Adrian Lopez, QISP



Adrian Lopez is a QISP with four years of experience supporting industrial and municipal clients. He received his Bachelor of Science degrees in Civil and Environmental Engineering and Engineering and Public Policy from Carnegie Mellon University in 2013. Mr. Lopez's areas of expertise include environmental compliance permitting, storm water compliance and reporting, and engineering design for industrial and municipal clients. He has supported a variety of clients in navigating the IGP requirements including permit registration document preparation, development of Storm Water Pollution Prevention Plans, site inspections, monitoring, Exceedance Response Action reporting, and electronic reporting via SMARTS.



He has extensive experience with field inspections and monitoring for both industrial and municipal permittees. Mr. Lopez has conducted many interdisciplinary projects related to water quality, air quality, and environmental health and safety. Additionally, Mr. Lopez has experience in traffic engineering, including technical design and utility work.

Hydrologist & GIS Analyst: Dr. Michelle Hallack, EIT, QISP



Michelle Hallack has a doctoral degree in Environmental Sciences from the University of Baja California, a Master of Science in Civil Engineering with an emphasis in Water Resources from Michigan Technological University, and a bachelor's degree in Civil Engineering from the University of Sonora. She is an Engineer-in-Training (EIT) in Civil Engineering, QISP, and has eight years of experience in integrated water resources engineering projects, geographic information systems (GIS) applied to water resources, as well as multidisciplinary environmental research projects.

She specializes in surface water analysis applications using deterministic and probabilistic approaches, drought and flood analysis, hydrological modeling, climate change impact analysis, and BMPs for capture and reuse alternatives. She has experience in California storm water compliance for municipal and industrial clients and she has provided support in water resources projects for Los Angeles, San Diego, and Orange Counties. Her areas of expertise include surface water analysis, GIS applications, storm water compliance, and storm water management plans.

Task Manager: Jennifer Peterson, PE, CFM, QSD/P, CPESC, LEED AP



Jennifer has over 20 years of experience working in the civil and environmental engineering fields. Her main areas of expertise include working with stormwater permits such as Municipal Stormwater Permits (Phase I and Phase II Permits), the State's Construction General Permit and the State's Industrial General Permit. She has performed numerous Water Quality Management Plan and Stormwater Quality Management Plan reviews for cities across Southern California. She also has extensive experience performing detailed hydrologic and hydraulic analyses for roadway and bridge projects in addition to floodplain mapping and report preparation. Jennifer currently manages the Stormwater Group in NV5's

San Diego office and supervises eight staff members including engineers, stormwater inspectors, and subconsultants. She is also responsible for providing strategic planning support to the other NV5 offices in not only California but Nationwide for storm water and water quality projects. Jennifer is currently a member of the California Stormwater Quality Association (CASQA) where she currently serves on the Training Committee as Co-Chair and is also a member of the Watershed Management and Impaired Waters Subcommittee.



GIS Analyst: Amy Storey, LEED AP



Amy Storey has been working as a GIS Specialist in NV5's GIS group for the past 16 years. She provides services including geodatabase design, GIS web mapping and applications development, GIS analysis, data acquisition and conversion, project management through GIS Mapbooks as well as drafting and Civil3D experience. She is the Lead GIS Analyst for the conversion of MicroStation files and survey GPS data into a GIS database created for an online GIS map and web application for the Regional North Storm Water Basins and Outfall Identification in New Jersey.

Public Outreach Specialist: Gabriela Dow



Gabriela is a bilingual (English/Spanish) communications specialist with more than 25 years of experience in public outreach, public affairs and media relations. Her experience includes development of communications strategies and long-range programs, public outreach and engagement, construction management, message and collateral development, events management, media relations and incorporation of digital/social media technology. Gabriela's current responsibilities as Program Manager for various public agencies throughout California include service to cities, special districts, utilities and private sector clients.

Full length resumes are included in Attachment 1 to this proposal. Proof of applicable certifications and/or licenses held by the staff listed above are included in Attachment 2.

C. SUB-CONTRACTED SERVICES

Alta | VN5 does not anticipate the use of any sub-contractors.

D. FEE SCHEDULE

Table 2. Labor Rates

Staff Category	Rate/Hour
Principal-in-Charge	\$165
Project Manager	\$150
Task Manager	\$150
Senior Inspector	\$125
Inspector	\$110
GIS Analyst	\$135
Public Outreach Specialist	\$185
Administrative Assistant	\$ 70



Costs for the services listed below are estimates of the total cost for the completion of each individual task or subtask and are not intended to be lump sum quotes. Additional services requested by the City outside of the Scope of Work described in the RFP will be completed on a time and materials basis according to the Labor Rates in Table 2 above, only with prior authorization.

Table 3. Cost for Services

Tasks	Amount
1. Meetings	\$5,050.00
2. Staff Training	\$4,790.00
3. Public Information and Participation Program	\$3,300.00
4. Industrial/Commercial (I/C) Facilities Program	New: \$240 per inspection Follow-Up: \$130 per inspection Enforcement: \$240 per inspection
5. Public Facility Inventory	\$1,580.00
6. Redevelopment Planning	\$21,600.00
7. Redevelopment Construction Inspections	\$21,355.00
8. Post-Construction BMP Inspections	\$5,640.00
9. Public Activity Management	\$12,235.00
10. Industrial/Commercial (I/C) Investigation and Elimination	\$2,000.00 Point of Contact: Garth Engelhorn Task Manager
11. Annual Report	\$7,440.00
12. FOG Management and Implementation	\$9,100.00

Assumptions:

- Duration of meetings will be two hours per meeting.
- Staff training sessions will last two hours per session.
- Proposed cost for Task 3 includes up to 24 hours of consultant time for development of outreach materials. Level of effort will vary based on the nature of the materials requested by the City (e.g. mailers, posters, webmaps, etc.)
- As requested, per inspection category rates have been provided for newly identified industrial/commercial facilities, follow up, and enforcement inspections.
- Task 6 cost assumes completion of two LID project reviews (initial and 2nd check) for up to four projects, each less than five acres. Larger projects will be reviewed on a negotiated time and materials basis.
- Task 7 includes up to four inspections, one day each month, for up to 12 days per year. Additional time has been estimated for preparation of inspection forms and completing Permit required inspection documentation.
- Proposed cost for Task 10 includes the first 16 person hours of routine investigation/elimination services.
- Task 12 assumes that each FSE will be inspected once per year.

This proposal shall be binding for a period of 90 days after the delivery date (October 10, 2019).



E. APPROACH TO SERVICES

The Alta|NV5 approach is straightforward. We provide you with highly qualified storm water and water resources compliance experts. We are prepared to provide you excellent customer service with frequent, high-quality communications throughout the duration of our service. We stay abreast of regulatory changes and anticipate regulatory actions that may affect your short- and long-term operations. We are extensively involved with the California Stormwater Quality Association (CASQA) and are active participants in CASQA subcommittees. We share industry intelligence with our clients to ensure you are “ahead of the learning curve” rather than having to implement unknown solutions in a reactionary manner. Again, it is our commitment to industry excellence that results in long-term clients that trust and rely on our experts.



LARGEST COUNTY IN AMERICA

“I would contract again with Alta Environmental. The consultant's performance in the field has been excellent.”

*Gerald Goodman
Supervising Engineering Geologist II*

E.1. MEETINGS

Shortly after contract initiation, Jacqueline McMillen, PE, QISP, our Project Manager, will schedule a kick-off meeting with the City. We envision this as an opportunity to personally introduce our water quality inspectors and engineers to City team members and review any aspects of the project(s), location history, or City policies. Jacque will serve as a single point of contact and final responsible charge for the contract period. Jacque, or designated technical experts for specific tasks, will be available to attend up to six (6) regional meetings, including Los Angeles Permit Group (LAPG) and Los Angeles River Upper Reach 2 Watershed Management Area (LAR UR2 WMA) meetings and up to four (4) informal meetings with City staff. Alta|NV5 will prepare meeting agendas, lead the discussion and prepare written meeting minutes for each meeting held with the City.

E.2. STAFF TRAINING

Alta|NV5 will develop comprehensive, customized trainings for various topics as requested by the City. We will work directly with the City to tailor the topics covered in each of two annual training sessions. For each topic, an appropriate training style and medium will be selected. Potential styles include, but are not limited to, classroom format using a Microsoft PowerPoint presentation, online teleconference using a program like GoToMeeting, or on-site field training. Classroom trainings will include informational slides, participation-required exercises, and instructional videos when relevant. Questions and open discussion are welcomed and encouraged throughout each training. Handouts of training materials will be provided at the start of each session. Alta|NV5 can provide a projector, training materials, and additional support items. We request that trainings are held in an area with adequate power supply and a projection screen or adequate blank wall.

One training session will focus on the use of BMPs for construction projects within the City tailored to the specific risk posed by a project per Section VI.D.8.I.ii.(1) of the LA County MS4 Permit. Risk levels are calculated based on potential for erosion from the site and the sensitivity of the receiving water body. The use of BMPs for all construction sites, sites covered by the CGP, and for paving projects per Section VI.D.8.I.ii.(2) of the LA County MS4 Permit will be reviewed during this training as well. A



second annual session will train applicable employees and/or contractors performing municipal storm water services on the requirements of the overall storm water management program. This will promote a clear understanding of the potential for activities to pollute storm water and identify opportunities to implement appropriate BMPs. The training program will also cover the proper use, handling, and disposal of pesticides to protect storm water quality, as well as the key elements of the Illicit Connection and Illicit Discharge (IC/ID) Elimination Program.

Training will be conducted by qualified professionals and will meet all regulatory standards, including requirements for the training professional to be licensed and/or certified to provide the specific training. The Alta | NV5 team includes State registered Qualified Industrial Stormwater Practitioners (QISPs), Qualified Storm Water Pollution Prevention Plan (SWPPP) Developers (QSDs), or Practitioners (QSP) who are qualified to conduct the requested training. Training will include topics required by the RFP. Additionally, Alta | NV5 may propose additional topics based on site inspection findings during performance of other tasks outlined in the RFP. Training will include universal information that applies to all facilities and workplaces as well as job- and facility-specific items identified during review of existing policies, development of new programs, facility inspections, and personnel interviews. Case studies and photographs from City facilities will be used whenever possible. However, individuals involved in any of these site-specific items will not be named.

E.3. PUBLIC INFORMATION AND PARTICIPATION PROGRAM

In coordination with City staff, the Alta | NV5 team will develop activity specific public education content for the purpose of public education and outreach. Content for incorporation by the City Webmaster or distribution by the City may include, but not be limited to:

- LA County MS4 Permit requirements
- Pollutant source controls
- BMP implementation
- LAR UR2 WMA Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP)
- Receiving water impairments

From Los Angeles County public agencies, to north and Southern California, to other communities throughout the United States, the Alta | NV5 team has coordinated hundreds of community outreach meetings, developed and distributed notices, flyers, door hangers, web materials and other information items and exhibits, with attention to the communications methods (and languages) that best reach each target audience. Informational materials, which may include project notices, meeting agendas, graphics, flyers, mailers, and/or posters, are designed to be graphically engaging and purposeful. We excel at developing environmentally-specific educational materials (such as fact sheet, signs, graphics about the CEQA process and study alternatives) and assisting in planning public meetings and presentations to community groups.

E.4. INDUSTRIAL/COMMERCIAL (I/C) FACILITIES PROGRAM

Our team has extensive experience developing, implementing and assessing inspection protocols and reporting documents similar to this program's required elements. Alta | NV5 has the proven expertise to support the City's Industrial and Commercial facility inspection program. We have conducted hundreds of site inspections and assessments for a wide variety of clients. Because of



our in-depth knowledge of the Industrial, Commercial, and Municipal environments, we provide a more holistic well-rounded technical team to support the development of effective, meaningful, and cost-conscious inspection plans. We fully understand the regulatory drivers, data to be collected and the responsibility of representing the City in a professional manner when performing inspections in the public workplace. Under the existing MS4 Permit, permittees are required to develop and implement programs to prevent illicit discharges, reduce discharges of storm water to the maximum extent practicable, and prevent the discharge of pollutants from industrial and commercial sites from causing or contributing to a violation of receiving water limitations.

Alta | NV5 will work with City staff to review the Primary Business Activities (PBAs) in the City of Maywood Business License database and Fee Schedule and provide corresponding SIC and NAICS codes, for businesses located jurisdictionally within the City. This information will be used to update the Industrial and Commercial Facility Database on an annual basis. Critical Sources with the potential to discharge pollutants to the MS4 should be included in the inventory of industrial or commercial facilities, as applicable. We understand that the City's industrial and commercial facility database currently includes:

- 54 food service establishments
- 25 automotive repair or Retail Gasoline Outlets (RGO)
- Six (6) active IGP holders

Permittees must conduct inspections of these sites in order to comply with the MS4 permit. Alta | NV5 has extensive experience developing, implementing and assessing inspection protocols and reporting documents like this program's required elements. We will conduct inspections for approximately 85 identified facilities. Both commercial and industrial facilities are to be inspected twice during the MS4 Permit term. The first inspection is to occur during the first two years of the effective date of the MS4 Permit, with the second mandatory compliance inspection occurring at least six months after the initial inspection. We anticipate this inspection schedule will continue under the next MS4 Permit. It is tentatively assumed that the effective date of the next MS4 Permit will be July 1, 2020.



**INDUSTRIAL STORMWATER PERMIT
INSPECTIONS AND SUPPORT**

"You have done an excellent job for us and we truly appreciate the level of expertise and service Alta provides us."

Bob DiNinno
Manager of Environmental Affairs

Many industrial entities are required to enroll in coverage under the latest IGP. Alta | NV5 has detailed knowledge of the IGP requirements and will verify that facilities requiring coverage have proper documentation of compliance. We will also provide information related to municipal inspections and why it is important to prevent discharges of pollutants or non-storm water discharges due to the local municipality's requirements under the MS4 Permit and potential or existing implementation plans for impaired water bodies in the form of TMDLs.

Prior to performing an inspection, Alta | NV5 personnel will submit an initial, city-reviewed, pre-inspection notification letter on City letterhead. We will perform the commercial and industrial facility inspections using a city-reviewed form, to include but not be limited to:



- Review of material and waste handling and storage practices,
- Observation of non-storm water discharges,
- Written documentation of Best Management Practices (BMP) employed at the facility,
- Inspection of outdoor equipment and storage, and
- Photographic documentation of any water quality violations.

Alta | NV5 will develop an Industrial and Commercial facility program tracking database that will include the facility attributes as described in Permit Part VI.D.6.b.ii. All completed inspection forms, photographs, significant business communications, the Industrial/Commercial tracking database, and Geographic Information System (GIS) shape files (if applicable) will be submitted to the City Project Manager by the following June 30th of each contract period.

E.5. PUBLIC FACILITY INVENTORY

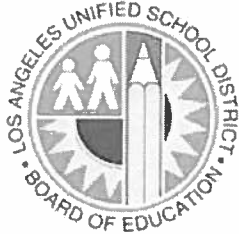
Alta | NV5 will electronically track public facilities and verify the following information for each facility: name of facility, name of facility manager and contact information, address of facility (physical and mailing), a narrative description of activities performed, potential pollution sources, and coverage under the IGP or other individual or general NPDES permits or any applicable waiver issued by the Regional or State Water Board pertaining to storm water discharges.

Alta | NV5 has the capabilities to create and update a GIS map to display public facility locations and data attributes as required by the MS4 Permit. It is assumed that the City will be able to provide any existing GIS layers and related files as applicable.

E.6. REDEVELOPMENT PLANNING

The Alta | NV5 team has performed municipal project reviews for municipalities throughout Southern California for the past 15 years. We have witnessed, and weathered, the various iterations of the Regional Water Quality Permit(s) and we have a well-established procedure for performing project reviews in a timely and cost-effective manner. We also embrace using a checklist to maintain consistency amongst our project reviews and are adaptable to using any checklist or template currently utilized by the City. Alta | NV5 will provide up to two (2) Low Impact Development (LID) storm water project reviews for each of four (4) projects. It is understood that each of these projects occupy an area of less than five (5) acres.

Once assigned to a project, our project engineers will review the LID Plan documents for compliance with all City municipal codes and guidelines. In addition to reviewing for compliance with regional and City requirements and guidance documents, we will also review the reports against the site design drawings to verify consistency, BMP constructability, and good engineering practices. Our driving philosophy with any plan/project review is to provide complete, thorough review comments at the first submittal. Our experience has taught us that efficient project reviews combined with clear, proactive communication and solid technical understanding is the key to streamlining project approval. Most of the time typically spent at the first check involves becoming familiar with the overall project requirements and site conditions and reviewing the site drainage map and BMP layout against the preliminary sizing information presented in the document.



**LARGEST PUBLIC SCHOOL SYSTEM
IN CALIFORNIA**

"Alta is one of LAUSD's top performing contractors. Alta was awarded another 5-year contract (2017) with LAUSD based on exceptional staff and prior performance during LAUSD's new school construction program."

*Pat Schanen
Environmental Health Manager*

At this initial stage, we want to make sure that all impervious areas are being addressed and make sure that the drainage map represents all developed/redeveloped areas as well as checking the infiltration rates provided from the geotechnical reports if infiltration BMPs are proposed. We also want to verify if hydromodification controls are needed and if so, make sure that BMP areas have accounted for hydromodification controls. We also like to provide some standard notes for operations and maintenance at this stage to make the applicant aware of what is expected during subsequent reviews. Jennifer Peterson, PE, CPESC, CFM, QSD/P, LEED AP will serve as the lead for all LID project reviews. Although Jennifer and Jacque will perform most reviews, we have a deep bench of water resources professionals that are available to the City for plan reviews and specialized technical support when needed. In addition to serving as primary reviewer and technical lead, Jennifer will provide support to the review team on more complex issues and

representation during working meetings/calls if such coordination becomes necessary to maintain project momentum. While our review approach is flexible to meet the needs of our client, we typically fill out an agency review checklist and provide a summary of written comments that is signed and stamped by a registered civil engineer. Typical turnaround times for 1st reviews are 10 business days, but we are prepared to offer expedited reviews if requested by the City.

Our second plan check typically goes smoothly if the comments provided in our first check were addressed. If any comments have not been addressed and could significantly impact the project's compliance with the MS4 permit requirements, we would bring this to the City's attention at that time and suggest a call with the applicant. Our typical turnaround time for second plan check reviews is 10 business days but may be expedited if requested by the client. After completion of the second review, project and BMP tracking data provided by the developer will be entered into the Watershed Reporting Adaptive Management & Planning System (WRAMPs), other suitable City software, or database, using City provided identification and passwords. While it is anticipated that the LID projects to be reviewed under this contract can be processed in two (2) project review cycles, we have found that larger, more complex projects (and sometimes even the smaller ones) may be faced with challenging site conditions or design constraints that are not as easily resolved. These projects would be reviewed on a negotiated time and materials basis.

Alta | NV5 will provide up to four (4) Erosion and Sediment Control Plan (ESCP), CGP or City Project inspections on one day per month, for up to a total of 12 days per year. Alta | NV5 experts are Licensed Professional Engineers (PE), Certified Professionals in Storm Water Quality (CPSWQ), Certified Professionals in Erosion and Sediment Control (CPESC), Qualified SWPPP Developers/Trainers of Record (QSD/ToR), and Qualified SWPPP Practitioners (QSP) and are extremely qualified to inspect project sites to ensure compliance with the minimum BMP requirements of the applicable storm water permits. Project sites that disturber 1 acre or more are



subject to the requirements of the BMP, while smaller project sites still much implement BMPs as outlined in the MS4 Permit. Projects that have been determined to be High Risk, as well as roadway paving, or repair projects have additional BMP requirements specific to those site conditions.

Alta | NV5 will prepare a draft inspection form to be used for project inspections and submit it to the City for review and comment prior to performing the first inspection. Once approved, the standardized form will be used to document any BMP deficiencies identified during these inspections. Correction and Enforcement Actions will be compiled and submitted to appropriate City personnel for signature and delivery. Alta | NV5 will assist the City with notification to the RWQCB if deemed that enforcement action under the IGP is required. Documentation will be provided to the City Project Manager within one week of completing the project inspection.

E.8. POST-CONSTRUCTION BMP INSPECTIONS

Alta | NV5's water quality experience brings a strong understanding of where BMP performance is crucial in understanding the bigger picture that municipalities face. Alta | NV5 can assist the City in providing inspections and record keeping of LID measures for which the BMP criteria was not previously available. Documenting implementation of LID measures is an important element for the City in complying with their MS4 permit because it can indicate where problems may be occurring with maintenance and operations of these LID BMPs.

Depending on the results of the inspection, there may need to be additional education and outreach to the responsible party or parties on how to properly maintain their systems and we are well equipped to assist with this Outreach. Our inspectors have experience performing these types of inspections for municipalities and helping them update their databases with current information. Our typical process for performing the inspections and follow-up with the City is listed below. Please note that we are very flexible and can work with the City to adjust if there is a special process that needs to be followed. We can do as little or as much as you need us to do. Tasks that would be conducted by our inspection team include:

1. Review of available documentation including past inspection reports, SUSMP, SWPPP, BMP design, and maintenance covenants for the projects and any enforcement actions taken in preparation for the inspection. The City will compile the available documents for on-site review by Alta | NV5 inspector.
2. Scheduling and coordination of inspection with site Owner and City staff.
3. Inspection conducted by a professional knowledgeable in post-construction storm water requirement and BMPs.
4. Completion of an inspection report for each site, using a city reviewed form, which includes photographs and any required follow-up action items.
5. Upload or transmittal to the City of inspection report and records.
6. Identification of potential violations with recommendations submitted to the City for consideration and issuance.
7. Communication with facility or residential owners or contacts as directed by the City.

We understand that the City currently has eight (8) terminated and five (5) active CGP projects with LID components that require review. The Post-construction inspections are to be completed over three (3) days. In addition to the completed inspections forms, findings and observations are to be



tracked in GIS shape and data files will be provided to the City within 10 days of the completed inspections.

E.9. PUBLIC ACTIVITY MANAGEMENT

Alta | NV5 will provide on-site inspection services one day per month, for twelve months during the contract period to observe public activities or facilities. Alta | NV5's inspectors include experts on municipal, industrial, and construction BMPs and the appropriate inspector will be assigned based on the activity or facility to be observed. The City's public facilities will be inspected to verify that the required minimum BMPs for the specific activity are being implemented. Alta | NV5 will make recommendations for corrective actions to BMPs, as needed, to ensure compliance with the MS4 Permit. Suggestions will be provided in writing in order to document how facilities may improve pollutant source control efforts.



LAX

Los Angeles World Airports

2ND BUSIEST AIRPORT IN AMERICA

"The Alta team brings good value to LAWA in performing its environmental program responsibilities. I would gladly consider Alta when new on call environmental contract opportunities arises for LAWA."

Robert Freeman

Airport Environmental Manager

E.10. I/C INVESTIGATION AND ELIMINATION

Our staff are highly qualified in conducting I/C investigations and source/upstream investigations. We bring extensive experience providing meaningful inspection reports and corrective action requests and conducting follow-up inspections as needed. We train our field teams on the importance of permit requirements, so they can convey the information with the goal of improving the water quality of our local receiving waters. Alta | NV5 offers benefits both on cost efficiencies and consistency by utilizing standardized inspection procedures and can utilize any iPad/tablet database tool, established protocols, work plans, and deliverables familiar to our key personnel. We understand the short timelines associated with meeting the investigation compliance deadlines and can be available within 20 hours of receipt of notification from City personnel.

Investigations will be performed in conformance with the requirements and objectives of Section VI.D.10 of the MS4 Permit on a time and material basis according to the rates provided in Section D of this proposal. However, it is assumed a minimum of 16 person-hours will be required for investigation and elimination services. Alta | NV5 will look for evidence of obvious illicit discharges and note suspected/known discharge sources based on discharge characteristics and conditions near the outfall. Source identification findings in or around the immediate vicinity of the MS4 outfall will be recorded on an electronic or paper field data form and reported to the City, along with any other related documentation (photo, video, etc.). Depending on the suspected discharge source, there are low-cost analyses that can be performed and compared to the expected ranges for different water sources (e.g., Fluoride, Total Residual Chlorine, Boron, Surfactants, Nitrate, Dissolved Solids, etc.). Alta | NV5 will contact appropriate City staff or Code Enforcement, prior to conducting a detailed upstream source investigation, if required. Alta | NV5 has extensive experience detecting some of the common sources of non-storm water discharges include the following:



- Natural waters (e.g., groundwater, springs).
- Potable water (e.g., leaks, irrigation, wash water, pool draining)
- Recycled water (e.g., distribution system leaks, irrigation)
- Sewage (e.g., overflows, sewer exfiltration, illicit connections)

E.11. ANNUAL REPORT

Following the storm water Permit year ending in June each year, Alta | NV5 will work with City Staff to compile the information documented in the tasks outlined in this proposal for inclusion in the City's Annual Report submittal to the Watershed Management Program Group Lead Agency. Alta | NV5 can coordinate with the CIMP Group as needed in order to ensure any monitoring data required for the annual report is received. Our staff has extensive experience performing quality assurance and quality control reviews on data in a variety of formats, including California Environmental Data Exchange Network (CEDEN) compatible formats. Alta | NV5 will submit a draft Individual MS4 Permit Annual Report for review and comment by City staff. Based on comments received, we will complete any required revisions and prepare the final Annual Report for submittal. Our staff will follow submission directions as provided by City staff to assure that a complete and accurate annual report is submitted to the EWMP Group Lead Agency in a timely manner.

E.12. FOG MANAGEMENT AND IMPLEMENTATION

The Alta team has extensive experience with waste water discharge permitting and compliance, having successfully obtained industrial Waste Water Discharge Permits for a variety of industries, including hazardous waste, food processing, and manufacturing facilities. Any waste water that a facility discharges that does not originate from the restrooms (sanitary waste water) must be accounted for. For food service establishments (FSEs), Fats, Oils, and Grease (FOG) is of particular concern as it is the predominant cause of sanitary sewer system overflows (SSOs) throughout the Region. Discharge of FOG into the City's sewer system is prohibited by City Ordinance as of June 13, 2018.

SSOs related to FOG can be mitigated by employing BMPs such as drain screening, early detection warning systems, dry clean-up methods, and FOG recycling. The Alta | NV5 team is thoroughly knowledgeable in the implementation of such BMPs for the proper inspection and management of waste waters. We will review plans submitted for development or remodeling of food service establishments to confirm compliance with the City of Maywood FOG program, including proposed Gravity Grease Interceptor configurations. Alta | NV5 will also conduct regular FOG inspections of FSE as directed by City staff to review facility operations and BMPs are effective at eliminating discharges of FOG to the sanitary sewer. Inspection will include all food preparation areas, sinks, floor sinks, cooking, and clean-up areas of the facility that have the potential for accumulation of FOG.

F. INSURANCE REQUIREMENTS

Alta | NV5 can meet the insurance coverage required by the City. We have included proof of insurance in Attachment 3 of this proposal.



G. EMERGENCY SITUATIONS

Our team works from our Long Beach Office, only 14 miles from Maywood City Hall. We would be able to respond to any emergency situations within 20 to 30 minutes.

H. FINANCIAL VIABILITY

Alta | NV5 has been providing professional environmental consulting services in Southern California for over 50 years by more than 400 qualified professionals in offices in Long Beach, Irvine, Anaheim, Oceanside, San Diego, and Van Nuys. Alta Environmental became an NV5 company in May 2019, adding the expertise of over 2,800 engineering and technical consulting staff in over 100 offices focused on Energy, Construction Quality Assurance, Environmental Compliance, Program Management, and Infrastructure. NV5 is publicly traded on the Nasdaq under symbol "NVEE."

Attachment 1 – Resumes



DAVID RENFREW, CPSWQ, PMP, QISP/ToR, QSD/P

Principal-in-Charge

WATER RESOURCES | ENVIRONMENTAL

Oceanside, CA

David.Renfrew@altaenviron.com

760.908.5749

EDUCATION

B.S., Geological Sciences (Emphasis in Hydrogeology) - San Diego State University (1996)

Graduate Studies, Hydrogeology-Multiphase Flow, Environmental Fate of Organic Contaminants (1997)

EXPERIENCE

23 years

REGISTRATIONS

Certified Professional in Storm Water Quality (CPSWQ #0249)

Project Management Professional (PMP #1703435)

Qualified SWPPP Developer/
Qualified SWPPP Practitioner
(QSD/QSP #20993)

Qualified Industrial Storm Water Practitioner/Trainer of Record (QISP/ToR)

AFFILIATIONS

California Storm Water Quality Association

Industrial Environmental Association

Building Industry Association

San Diego Environmental Professionals

David Renfrew brings 23 years of experience in the environmental industry with a focus on Phase I Municipal NPDES Compliance Programs. Mr. Renfrew provides specialty professional expertise to municipal, industrial, commercial, and institutional clientele. He has implemented full scale monitoring and reporting projects and provided extensive program management support. Through his career, he has conducted extensive regulatory reviews, and developed strategic technical comments to shape regulatory policy and permits on behalf of his clients. His project work includes management of municipal contracts to ensure quality project delivery. Project work includes compliance with Phase I NPDES Permit requirements including inspections, reporting, database development, site assessments, watershed assessments, water quality management plans, BMP effectiveness assessment, aerial deposition, site specific objectives, toxicity identification evaluations, water scarcity assessments, and resiliency planning documents. Mr. Renfrew is a member of several CASQA subcommittees: Watershed Management and Impaired Waters, the Industrial Subcommittee, Policy and Permitting Subcommittee, and Pesticide Subcommittee. He was also recently appointed to the IGP Train the Trainers Workgroup by the State Water Resources Control Board. He has supported numerous municipal and Regional Water Board efforts thorough providing regulatory comment letters, reviewing statewide workplans, and assessing related water quality studies. His work provides his clients a pathway for economically responsible compliance that results in significant savings for the client and associated stakeholders.

Project Experience

JOHN WAYNE AIRPORT CONCEPTUAL STORM WATER DISCHARGE COMPLIANCE PLAN

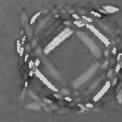
SANTA ANA, CA

Supported John Wayne Airport in developing a Conceptual Storm Water Discharge Compliance Plan to assist in managing runoff regulated under the General Industrial Permit as well as the Orange County MS4 Permit and may reduce regulatory exposure. Summarized existing conditions, conducted runoff modelling of discharge points, identified alternative storm water management measures and developed runoff management strategies.

LOS ANGELES WORLD AIRPORTS ON-CALL ENVIRONMENTAL SERVICES

LOS ANGELES & VAN NUYS, CA

Currently managing the storm water monitoring program for Los Angeles International Airport (LAX) and Van Nuys Airport (VNY). Program includes compliance with Industrial and Phase I Permit Requirements at LAX and VNY for compliance with their Industrial Storm Water Permits.



Project Experience (Continued)

LOS ANGELES WORLD AIRPORTS ON-CALL ENVIRONMENTAL SERVICES (CONTINUED)

LOS ANGELES & VAN NUYS, CA

Monitoring includes flow and load monitoring, sampling of a full suite of priority pollutants, laboratory analysis, data management, and reporting. Alta prepared the Monitoring and Implementation Plan, prepared SWPPP revisions, and Exceedance Response Action Reports. Conducted a Source Identification Special Study for metals based on 60 discreet land use sampling locations. Also conducts facility BMP inspections at over 100 tenant facilities annually, provides technical support for TMDL compliance assessment, review and responses for Regional Water Quality Control Board requests and provides training to LAX Environmental Staff and conducts the annual tenant training.

ONTARIO INTERNATIONAL AIRPORT AUTHORITY STORM WATER COMPLIANCE PROGRAM

ONTARIO, CA

Currently providing stormwater program management services for Ontario International Airport Authority (OIAA). Program includes monitoring and reporting activities at Ontario Airport (ONT) for compliance with their Industrial Storm Water Permit. Additional support includes preparation of Stormwater Pollution Prevention Plans, annual reporting, training, BMP design and technical support, tenant inspections, regulatory technical reviews and preparation of technical comments, and third-party litigation support. Alta performs BMP inspections at over 23 tenant locations.

PORT OF LONG BEACH AS-NEEDED MS4 STORMWATER MONITORING AND REPORTING SERVICES

LONG BEACH, CA

Provided regulatory support, development of a consistent sampling and analysis program, quality assurance program plans, and conducted monitoring and reporting for MS4 Permit Compliance. Provided TMDL Program Reviews and Comments, MS4 Program Compliance review, reporting, and engineering assistance for SUSMP Plan Check reviews. Also assisted the Port with literature reviews and recommendations for low impact development mitigation strategies and developed a mitigation banking and water quality credit trading assessment.

VONS/SAFEWAY/ALBERTSONS DISTRIBUTION CENTERS, MANUFACTURING PLANTS, AND STORE COMPLIANCE PROGRAM SUPPORT

CALIFORNIA

Developed Stormwater Pollution Prevention Plans, conducted site assessments, drainage area flow Assessments, prepared site maps using GIS and CAD, develop monitoring plans to comply with Industrial General Permit, Construction General Permit, and Store-wide SUSMP and WQMP Compliance. Alta performs City required self certification inspection and reporting for WQMP annual inspections in Santa Monica, Long Beach, San Marcos, and San Diego, CA.

CITY OF CARLSBAD NPDES MS4 OUTFALL MONITORING AND ASSESSMENT PROGRAM

CARLSBAD, CA

Currently managing the Non-Storm Water Persistent Flow MS4 Outfall Discharge monitoring, Illicit Discharge Detection Elimination investigations, Dry Weather Special Study monitoring, and assessment and reporting of the monitoring programs. Implementing the Dry Weather Special Study to assess baseline flow, temporal flow patterns, and indicator bacteria temporal patterns at the persistently flowing major MS4 outfalls during summer dry weather conditions. To accomplish high quality flow data in low flow conditions, designed and installed low flow weirs with flowmeters to establish high resolution baseline flow conditions.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 2015 ON-CALL CONTRACT

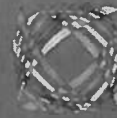
RIVERSIDE COUNTY, CA

Conducting program management for the Santa Margarita River Transitional wet weather monitoring at the mass loading stations and MS4 outfall locations. Responsibilities include field reconnaissance, equipment installations, flow monitoring, automated sample collection, data collection, and CEDEN data formatting.

IRVINE RANCH WATER DISTRICT RECYCLED WATER

IRVINE, CA

Alta supported the development of an environmentally beneficial and relatively inexpensive alternative strategy for management of excess produced recycled water for IRWD. The project included conducting a barriers and benefits assessment, a description of Peters Canyon Reservoir storage capacity, and a hydrologic and geographic watershed assessment.



JACQUELINE MCMILLEN, PE, QISP, QSD

Project Manager

WATER

RESOURCES | ENVIRONMENTAL

Long Beach, CA

jacqueline.mcmillen@altaenviron.com

562.489.9744

EDUCATION

BS, Chemical Engineering,
University of Illinois, Champaign-
Urbana, 2006

EXPERIENCE

13 years

REGISTRATIONS

Professional Engineer (Civil), CA
(#C80930)

Qualified Industrial Stormwater
Practitioner (QISP #C80930)

Qualified SWPPP Developer (QSD
#C80930)

AFFILIATIONS

California Stormwater Quality
Association

American Society of Civil
Engineers Environmental and
Water Resources Institute

- 13 years of environmental permitting and compliance experience, with a focus on municipal and industrial clients.
- Areas of expertise include environmental permitting, storm water compliance and reporting, and storm water drainage analyses.
- In-depth understanding of National Pollutant Discharge Elimination System (NPDES) permit, current Municipal Separate Storm Sewer System (MS4) permit and Los Angeles Regional Water Quality Control Board (RWQCB) requirements for storm water programs.
- Responsible for the development of Storm Water Pollution Prevention Plans (SWPPP) for compliance with Industrial General Permit and implementation of municipal and industrial compliance programs.
- Responsible for Best Management Practices (BMP) assessment, implementation, and design.
- Data review, formatting and submission to the Stormwater Multiple Application and Report Tracking Systems (SMARTS).
- Evaluation and compilation of analytical data for graphics and reporting.

Project Experience

CITY OF CARLSBAD NPDES MS4 OUTFALL MONITORING AND ASSESSMENT PROGRAM

CARLSBAD, CA

Currently supporting the Non-Storm Water Persistent Flow MS4 Outfall Discharge monitoring, Illicit Discharge Detection Elimination investigations, Dry Weather Special Study monitoring, and assessment and reporting of the monitoring programs. Implementing the Dry Weather Special Study to assess baseline flow, temporal flow patterns, and indicator bacteria temporal patterns at the persistently flowing major MS4 outfalls during summer dry weather conditions. To accomplish high quality flow data in low flow conditions, designed and installed low flow weirs with flowmeters to establish high resolution baseline flow conditions. Alta | NV5 will provide recommendations for effectively targeting and controlling sources of indicator bacteria and non-storm water flow contributing to the Highest Priority Water Quality Condition.



Project Experience (Continued)

CITY OF VISTA BMP EFFECTIVENESS ASSESSMENT

VISTA, CA

Provided the City with expert consultant services in the implementation of its Paseo Santa Fe Green Streets Post-Construction Monitoring & Reporting Project. Alta | NV5 provided cost-effective monitoring and assessment support to satisfy the requirements of the Proposition 84 Grant Program agreement between the State Water Resources Control Board (SWRCB) and the City. Assessment of BMP monitoring results included developing a model of runoff volumes and pollutant loading to compare load reductions achieved with BMP load reduction goals for the project.

JOHN WAYNE AIRPORT CONCEPTUAL STORM WATER PERMIT COMPLIANCE STRATEGY

SANTA ANA, CA

Provided professional engineering support to develop a compliance strategy to assist John Wayne Airport in reducing long term regulatory exposure and compliance costs associated with management of storm water and to increase beneficial use of the runoff. Tasks included summarizing existing conditions, modelling of runoff quantities from each discharge point, identification of alternative storm water management measures, and preparation of a conceptual storm water management plan.

ONTARIO INTERNATIONAL AIRPORT AUTHORITY (OIAAA) STORM WATER MONITORING PROGRAM

ONTARIO, CA

Currently providing civil engineering services for the storm water monitoring program for OIAA. Program includes monitoring at five locations at Ontario International Airport (ONT) for compliance with their Industrial Storm Water Permit. Additional support includes preparation of SWPPP, annual reporting, training, BMP design and technical support, tenant inspections, regulatory technical reviews and preparation of technical comments, and third-party litigation support.

PORT OF LONG BEACH INDUSTRIAL AND MS4 STORM WATER MONITORING AND REPORTING SERVICES

LONG BEACH, CA

Provided regulatory support for compliance with MS4 programs; lead development of industrial, commercial and construction inspection training programs; development of a consistent sampling and analysis program; quality assurance program plans; and provided support during site walks and identification of potential sampling sites. The Port's goals

were to collect robust high-quality data that would provide support with analysis of receiving water Total Maximum Daily Loads (TMDL) and to characterize storm water quality from the permittees' facilities. Following transition to individual tenant Permits, the Port required assistance with complying with Phase I MS4 Permit.

The Alta | NV5 team assisted the Port in evaluating key monitoring locations within the Port's drainage areas. A sampling and analysis plan and quality assurance project plan were prepared to meet the needs of the City of Long Beach Near Shore Watershed Management Plan requirements. Two MS4 flow and sampling stations were procured, installed, and monitoring was conducted during three storm water events. The team also provided TMDL Program Reviews and Comments, MS4 Program environmental compliance review, reporting, training, and engineering assistance. Alta | NV5 also assisted the Port with literature reviews and recommendations for low impact development mitigation strategies and potential mitigation banking and water quality credit trading.

SSA MARINE INDUSTRIAL STORM WATER PROGRAM SUPPORT

LONG BEACH, CA

Lead task to provide technical support to six cargo terminals located in the Port of Long Beach and Port of Los Angeles to ensure compliance with the Industrial General Permit. After the first year of reporting, all six of the SSA Marine terminals progressed from Baseline to Level 1. Relevant QISP services were provided as required by the Industrial General Permit, including Level 1 ERA site evaluations, evaluation of existing BMPs and recommendations for additional BMPs, development of Level 1 ERA, reports revisions of facility SWPPPs, review of laboratory reports and upload of Ad Hoc reports to SMARTS, and annual reporting. Alta | NV5 also serves as a technical resource for SSA Marine facility managers for questions and advice regarding compliance with the Industrial General Permit. Program includes site walks at each of the six terminals to review potential compliance issues and make ongoing BMP recommendations and site-specific training with facility managers and Pollution Prevention Team members. Training has included identification of potential pollutant sources, installation of BMPs, proper sampling techniques, and reporting requirements via SMARTS.



ALTA
ENVIRONMENTAL
AN NVI5 COMPANY

LOS ANGELES WORLD AIRPORTS (LAWA) STORM WATER MONITORING

LOS ANGELES & VAN NUYS, CA

Currently supporting the storm water monitoring program for Los Angeles International Airport (LAX) and Van Nuys Airport (VNY). Program includes monitoring station equipment procurement, installation, maintenance, and continuous monitoring at three mass loading stations at LAX and monitoring at one station at VNY for compliance with Industrial Storm Water Permits. Monitoring includes flow and load monitoring, sampling of a full suite of priority pollutants, laboratory analysis, data management, and reporting.

GABRIELA DOW

Public Outreach Specialist



Gabriela is a bilingual communications specialist with more than 25 years of experience in public outreach, public affairs and media relations. Her experience includes development of communications strategies and long-range programs, public outreach and engagement, construction management, message and collateral development, events management, media relations and incorporation of digital/social media technology. Gabriela's current responsibilities as Program Manager for various public agencies throughout California include service to cities, special districts, utilities and private sector clients.

Gabriela's career began in print journalism and television news, including work at two CNN bureaus and KCBS News. Her political experience includes press advance for a presidential campaign and work at the White House Office of Public Liaison (known today as the Office of Public Engagement). Gabriela worked as an intergovernmental affairs officer for Governor Pedro Rossello of Puerto Rico, working in his Washington, D.C. Administration offices with sensitive coordination for this U.S. Commonwealth territory, its representative in Congress and partners in the White House, National Governor's Association, FEMA and key U.S. regions.

Upon returning to California, Gabriela joined a San Diego public affairs firm where she managed public outreach programs for major environmental and public works projects. From 1999 to 2001, Gabriela served as the lead facilitator for the Monsanto/ISP Alginates/Kelco Community Advisory Panel, having received training in facilitation and mediation from Prudential Community Interaction Consulting. From 2002 to 2010 Gabriela developed and implemented Public Outreach Plans for e-Government initiatives (Laguna Hills and Rancho Santa Margarita, CA; Urbandale, IA, Houston, TX; Abu Dhabi, UAE).

A native of Guadalajara, Mexico, Gabriela is fluent in Spanish and offers true bi-cultural engagement for diverse communities. She has provided Hispanic outreach for multiple public and private sector agencies in the U.S., Mexico and Spain.

EDUCATION

BA English Literature and Communications,
University of California, Los Angeles

Journalism and International Relations at
Universidad Complutense, Madrid, Spain

EXPERIENCE: 25+ years

AWARDS/HONORS

2017 Videography Award for "Innovation
Station" video

2017 Entrepreneur of the Year by Latina
Style Magazine

2018 SDCWA Influencer of the Year

2018 CAPIO EPIC Award for "THIS
is Chula." Association of Marketing and
Comm. Professionals (AMCP)

2018 HERMES Award for "THIS is Chula."
Video production

PROFESSIONAL AFFILIATIONS

Habitat for Humanity, Board President and
Vice President, 1999-2007

Barrio Logan College Institute (BLCI) mentor
1999-2001

Valley Elementary Education Foundation,
Board Member, 2013-2016

San Diego Business Alliance for Water,
2015-Present

San Diego City College Industry Advisory
Board, School of Business and Accounting,
2016-Present

Graduate of the San Diego County Water
Authority "Citizen's Water Academy" 2017

Women Who Change the Game Host
Committee Member, 2018

Entrepreneur of the Year, Latina Style
Magazine & Chamber of e-Commerce 2018

San Diego County Water Authority (SDCWA)
Social Influencer Award, 2018

COMMUNITY RELATIONS AND PUBLIC OUTREACH EXPERIENCE

UTILITIES DEPARTMENT AND ENVIRONMENTAL PROGRAMS

CITY OF OCEANSIDE | OCEANSIDE, CA

Gabriela worked with the NV5 team to develop a communications plan and strategies for branding the Utilities Department and environmental programs. She led development and implementation of the GreenOceanside mobile app and presentation at a White House 2017 award ceremony for Oceanside's cutting-edge water resource programs and innovative communications efforts and platforms. Gabriela managed the Myers Tait mobile landing page, assisted with improving the presentation of the City's Water Quality Report by developing a community calendar and resource guides and currently provides government relations, social media, event management and public outreach services for the Pure Water Oceanside program and Green Oceanside campaign.

PADRE DAM ADVANCED WATER PURIFICATION (AWP) PROJECT

PADRE DAM MUNICIPAL WATER DISTRICT | SANTEE, CA

Gabriela manages elected official outreach for the Padre Dam Advanced Water Purification (AWP) project and secured more than 15 letters of support and official proclamations from elected officials and regional leaders. She also prepared remarks for more than eight federal, statewide, regional and local speakers at the groundbreaking and grand opening of the AWP demonstration plant. Gabriela continues to manage government relations for this program, as well as provides guidance on media relations, social media, event management and public outreach services.

COMMUNICATIONS AND PUBLIC OUTREACH PROGRAM

ROSS VALLEY SANITARY DISTRICT (RVSD) | SAN RAFAEL, CA

Gabriela serves as the project manager for Ross Valley, the oldest sanitary district in California, with more than 100 years providing wastewater collection services to communities in Marin County. Gabriela leads a team of NV5 community relations experts in developing the district's communications and public outreach program to provide the District's customers with valuable information and increase confidence in the District while educating customers on wastewater services. Gabriela led the development and implementation of an entirely new agency website and oversees public outreach for the District's extensive CIP program. After conducting a Social Media Audit for RVSD, NV5 implemented a specific platform via NextDoor and placement of community workshops and key projects via partner agency and elected officials' Facebook, Twitter, Instagram platforms. NV5 managed the implementation of an entirely new website, the transfer of information for hundreds of pages, testing, branding, graphic design, roll-out and final adoption. We continue to manage all website updates, track metrics and help trouble-shoot any technical issues. NV5 is also manage Community Outreach to engage RVSD customers and regional community on specific projects and the comprehensive CIP construction effort of multiple projects, including development of Construction Advisories and door-to-door notifications and alerts.

AVENIDA ENCINAS SEWER IMPROVEMENT

CITY OF CARLSBAD | CARLSBAD, CA

Gabriela supported local business outreach for the Avenida Encinas Sewer Improvement, assisting in building awareness for this major sewer improvement initiative within the City of Carlsbad and helps mitigate impacts. She assists with database maintenance with the project manager from affected businesses along the Avenida Encinas route, and helps to monitor of the City's hotline to address questions or comments from the community. Gabriela also supported the City communications director and multiple departments with the

development of outreach plans, message development, events management, material development, and public and media relations. The primary focus was on special projects such as incorporating digital tech/social media and developing the communications plan to launch the City-supported biotech incubator.

JOHNSON AVENUE SEWER CONSTRUCTION PROJECT

CITY OF EL CAJON | EL CAJON, CA

Managed Community and Business Outreach for Johnson Avenue Sewer Construction Project. Developed community outreach strategies and identified mitigation measures. Identified key stakeholders (businesses, residents, property owners, educational and health facilities, utilities such as Caltrans, SDG&E, Helix Water, Waste Management, Cox, ATT). Developed messages for key areas of concern such as timing, traffic circulation, mobility impairments, pedestrian and bicycle access, MTS stops, tree removal & replacement and other environmental concerns. Developed web-based contact database to easily track and disseminate information and walked door-to-door to key businesses to ensure a smooth construction effort by the city public works team and their contractor.

TECOLOTE TRUNK SEWER AND ACCESS ROAD PROJECT

CITY OF SAN DIEGO | SAN DIEGO, CA

Gabriela served as Community Relations liaison for the Tecolote Trunk Sewer and Access Road Project that requires coordination with private property owners and business groups, the Linda Vista Community Planning Group, Tecolote Friend of Canyon, Tecolote Golf Course and other community groups. Gabriela coordinates with the PSOMAS engineering team through the design process in preparation for a successful construction phase with clear coordination and minimal impact on the surrounding community.

PUBLIC AWARENESS PLAN

EL PASO WATER UTILITIES AND NEW MEXICO TEXAS WATER COMMISSION | EL PASO, TX & LAS CRUCES, NM

Delivered strategic planning and execution of public awareness plan to address water resource challenges. Conducted stakeholder interviews and formed a public advisory panel, developed informational pieces, handled media relations (including an air tour of the Rio Grande), and executed a State of the Water event attended by regional officials.

RANCHO SAN DIEGO SPECIAL ASSESSMENT FOR PARKS MAINTENANCE

COUNTY OF SAN DIEGO (CSA) | SAN DIEGO, CA

Developed strategies with the CSA Board, County staff, and engineering consultants for a previously failed assessment effort; wrote an op-ed piece in the San Diego Union Tribune; prepared materials for public outreach efforts/three open houses; developed messages for Board and officials; and produced a pocket brochure for field staff and a FAQ piece to accompany the official ballot.

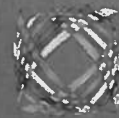
ENGLISH/SPANISH TRANSLATION SERVICES

SWEETWATER UNION HIGH SCHOOL DISTRICT | CHULA VISTA, CA

Translated focus group moderator guide, prepared material with non-bilingual moderator and facilitated participation from parent groups of 5-15 at various schools. Coordinated with District staff, modified material per feedback from each focus group and translated final debrief material.

**WATER CONSERVATION PUBLIC OUTREACH
VALLECITOS WATER DISTRICT | SAN MARCOS, CA**

Assist the NV5 team with ongoing, as-needed public education and outreach activities including materials development, translation services, social media and website/wiki development and general public relations and marketing efforts.



WATER
RESOURCES | ENVIRONMENTAL
Oceanside, CA
garth.engelhorn@altaenviron.com
760.237.2703

EDUCATION
BS, Earth Science/Geology
(Emphasis in Geophysics)
University of California, San
Diego, 2003

EXPERIENCE
16 years

REGISTRATIONS
Certified Professional in Storm
Water Quality (CPSWQ #953)

Qualified Industrial Stormwater
Practitioner/Trainer of Record
(QISP/ToR #140)

AFFILIATIONS
California Stormwater Quality
Association

San Diego Environmental
Professionals

GARTH ENGELHORN, CPSWQ, QISP/ToR

Task Manager

- 16 years of experience of environmental assessment experience with a focus on water and sediment quality.
- Areas of expertise include NPDES, MS4 and TMDL compliance monitoring, BMP effectiveness assessments, hydromodification monitoring, and source identification studies.
- Scientific specialization in field surveys, flow monitoring and sample collection for water quality, benthic, and sediment samples.
- Design and development of methodologies, monitoring strategies, sampling plans for compliance monitoring and special studies.
- Utilization of remote sensing data loggers and automated samplers.
- Implementation of SWAMP-compatible monitoring programs and project-specific Quality Assurance Project Plans (QAPP).
- Data review, formatting and submission to the California Environmental Data Exchange Network (CEDEN).

Project Experience

CITY OF SAN DIEGO MS4 LOW FLOW MONITORING

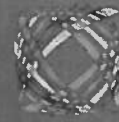
SAN DIEGO, CA

Alta | NV5 developed the MS4 Flow System™ to specifically help municipalities identify, assess, and eliminate non-storm water flows in their storm drains. As part of an on-going low flow monitoring project, Alta | NV5 has been deploying the web-enabled flow data system throughout the City of San Diego's MS4 network to collect accurate measurements of flow rates and trends. The near real-time data is sent to a customizable web portal, where it is organized and displayed to create a hub of data interaction, interpretation, and collaboration among those involved in the project. The City's managers and field investigators use the data and statistics to determine when significant flows were occurring and to schedule dry weather flow observations for a higher probability of success at finding a meaningful source of the flow pattern.

CITY OF ESCONDIDO NPDES MS4 OUTFALL MONITORING AND ASSESSMENT PROGRAM

ESCONDIDO, CA

Alta | NV5 is supporting the City's efforts to complete 170 MS4 outfall visual field screenings including determination of flow status, flow rate estimations, trash assessments, photo documentation, and visual observations using an electronic field datasheet connected to Alta | NV5's mobile broadband tablet.



Project Experience (Continued)

Alta | NV5 is conducting upstream illicit discharge source identifications and analytical non-storm water persistent flow MS4 outfall discharge monitoring. Alta | NV5 is conducting QA/QC and formatting of the visual observations and analytical data for insertion into the Regional Data Sharing Template and CEDEN-compatible format. Alta | NV5 has also reviewed the program procedures and logistics for executing the monitoring plan and suggested improvements and recommendations for the most efficient methodology to complete the monitoring and assessment requirements.

CITY OF OCEANSIDE NPDES MS4 OUTFALL MONITORING AND ASSESSMENT PROGRAM

OCEANSIDE, CA

Alta | NV5 is conducting MS4 outfall visual field screenings including determination of flow status, flow rate estimations, trash assessments, photo documentation, and visual observations using an electronic field datasheet connected to a mobile broadband tablet. Alta | NV5 is also conducting upstream illicit discharge source identifications, QA/QC and formatting of the visual observations and analytical data for insertion into the Regional Data Sharing Template and CEDEN-compatible format.

CITY OF CARLSBAD NPDES MS4 OUTFALL MONITORING AND ASSESSMENT PROGRAM

CARLSBAD, CA

Alta | NV5 is performing monitoring and assessment of the water quality and quantity of discharges from the MS4, pollutant sources and/or stressors, and supporting effectiveness assessment of the water quality improvement strategies implemented as part of the Water Quality Improvement Plan (WQIP). The scope of services includes implementing non-storm water persistent flow MS4 outfall discharge monitoring, dry weather special study monitoring, Illicit Discharge Detection Elimination investigations, MS4 outfall visual observations, and assessment and reporting of the monitoring programs. Implementing the Dry Weather Special Study to assess baseline flow, temporal flow patterns, and indicator bacteria temporal patterns at the persistently flowing major MS4 outfalls. To accomplish high quality flow data in low flow conditions, designed and installed low flow weirs with flowmeters to establish high resolution baseline flow conditions. Alta | NV5 will provide recommendations for effectively targeting and controlling sources of indicator bacteria and non-storm water flow contributing to the Highest Priority Water Quality Condition.

CITY OF VISTA PASEO SANTA FE GREEN STREETS POST-CONSTRUCTION MONITORING AND REPORTING AND AS-NEEDED NPDES SUPPORT

VISTA, CA

Alta | NV5 provided expert consultant services in the implementation of a dry weather flow and bacteria special study required by the WQIP and conducted the Paseo Santa Fe Green Streets Post-Construction Monitoring and Reporting Project. Alta | NV5 implemented the monitoring, assessment, and reporting requirements for the Paseo Santa Fe Green Streets Project to satisfy the requirements of the Proposition 84 Grant Program agreement between the State Water Resources Control Board. Alta | NV5 conducted wet weather and dry weather effectiveness assessment monitoring and collected a highly accurate record of the wet weather and dry weather flows to estimate the reduction in pollutant loads from the post-construction project area. The effectiveness of the Paseo Santa Fe Green Streets Project was assessed by comparing the pre-construction monitoring data with the post-construction data to determine the estimated pollutant load reductions from the project area and individual BMPs. The report focused on the evaluation of the effectiveness of individual BMPs meeting the water conservation and pollutant load reduction performance measures.

Currently, Alta | NV5 is the sole subcontractor teamed with AECOM (prime contractor) to provide the City of Vista as-needed support with NPDES compliance. Alta | NV5 is currently conducting receiving water quality and flow monitoring.

PORT OF LONG BEACH, INDUSTRIAL AND MS4 STORM WATER MONITORING AND REPORTING SERVICES

LONG BEACH, CA

The Alta | NV5 Team provided regulatory support, development of a consistent sampling and analysis program, quality assurance program plans, and to provide support during site walks and identification of potential sampling sites. The Port's goals were to collect robust high-quality data that would provide support with analysis of receiving water total maximum daily loads (TMDLs) and to characterize storm water quality from the permittees' facilities. Following transition to individual tenant Permits, the Port required assistance with complying with Phase I MS4 Permit.

The Alta | NV5 team assisted the Port in evaluating key monitoring locations within the Port's drainage areas. A sampling and analysis plan and quality assurance project plan were prepared to meet the needs of the City of Long Beach Near Shore Watershed Management Plan requirements. Two MS4 flow and sampling stations were

procured, installed, and monitoring was conducted during three storm water events.

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT SANTA MARGARITA RIVER WQIP WET WEATHER MONITORING

RIVERSIDE, CA

Alta|NV5 is conducting the Santa Margarita River WQIP wet weather monitoring at the mass loading stations and MS4 outfall locations. Responsibilities include field reconnaissance, equipment installations, flow monitoring, automated sample collection, data collection, and CEDEN data formatting and uploading of field, chemistry, and toxicity data.

PALOS VERDES PENINSULA CIMP MS4 OUTFALL MONITORING

RANCHO PALOS VERDES, CA

Alta|NV5, as a key subcontractor to Anchor QEA (prime contractor), is implementing MS4 outfall monitoring requirements for the Peninsula Coordinated Integrated Monitoring Program (CIMP). Prior to commencing field work, Alta|NV5 conducted field reconnaissance and worked with the Peninsula Watershed Management Group agencies to obtain encroachment and traffic control permits, developed a sampling and analysis plan, and developed a health and safety plan. Alta|NV5 procured, installed, calibrated and maintained two flowmeters at MS4 outfall locations, which have been installed since late 2016. Alta|NV5 and Anchor QEA conduct wet weather monitoring at six MS4 outfall locations during three storm events per year and Alta|NV5 conducts dry weather MS4 outfall monitoring at four locations on a monthly basis which includes protocols for TMDL compliance. Alta|NV5 also conducted MS4 outfall investigations of non-storm water discharges to identify potential source(s) of illicit discharges and connections and/or discharges of non-storm water flows.

LOS ANGELES WORLD AIRPORTS (LAWA) STORM WATER MONITORING PROGRAM

LOS ANGELES & VAN NUYS, CA

Currently supporting the storm water monitoring program for Los Angeles International Airport (LAX) and Van Nuys Airport (VNY). Program includes monitoring station equipment procurement, installation, maintenance, and continuous monitoring at three mass loading stations at LAX and monitoring at one station at VNY for compliance with their Industrial Storm Water Permits.

Monitoring includes flow and load monitoring, sampling of a full suite of priority pollutants, laboratory analysis, data management, and reporting.

VONS/SAFEWAY/ALBERTSONS DISTRIBUTION CENTERS, BEVERAGE AND FOOD MANUFACTURING PLANTS STORM WATER PROGRAM SUPPORT

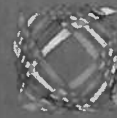
CALIFORNIA VARIOUS LOCATIONS

Developed Storm Water Pollution Prevention Plans (SWPPP) conducted site assessments, drainage area flow assessments, prepared site maps using GIS and CAD, and developed monitoring plans to comply with Industrial General Permit.

SAN DIEGO COUNTY REGIONAL COPERMITTEE URBAN RUNOFF MONITORING PROGRAM

SAN DIEGO, CA

Implemented all aspects of the NPDES permit program including water quality sampling at over 30 stations annually; storm water monitoring; continuous flow monitoring and remote access telemetry system development; stream bioassessment; toxicity, microbiology, and analytical chemistry testing; ambient bay and lagoon sediment monitoring and assessment using Sediment Quality Objectives. Responsible for full compliance with project-specific QAPPs and SWAMP compatible sampling. Responsible for coordinating the development of sampling plan design and management of remote sensing data loggers and autosamplers. Responsibilities included oversight of field reconnaissance, storm water sampling stations, stream ratings, and conducting both dry and wet weather sampling events. Responsible for data management and analysis; report preparation; work plan development; and budget preparation. Worked closely with the County of San Diego to budget, scope and implement the monitoring requirements of the 2013 NPDES permit.



**WATER RESOURCES |
ENVIRONMENTAL**

Long Beach, CA
Mehak.Gupta@altaenviron.com
562.495.5777

EDUCATION

MS, Environmental/
Environmental Health
Engineering, University of
California, Irvine, 2018

BTech, Biotechnology, SRM
University, India, 2016

EXPERIENCE

1 year

REGISTRATIONS

US Occupational Safety & Health
Administration (OSHA) 40-hour
Hazardous Waste Operations and
Emergency Response Certification
(HAZWOPER)

Lead Sampling Technician

MEHAK GUPTA

Inspector

Mehak Gupta received her MS in Environmental Engineering from University of California at Irvine in 2018. She also recently joined the Alta | NV5 Water Resource team. Her responsibilities include flow monitoring and sample collection for water quality analysis and the utilization of remote sensing data loggers and automated sampling equipment. She also assists with the evaluation of analytical data and compilation of data for graphics and final reports.

Project Experience

**PALOS VERDES PENINSULA WATERSHED BACTERIAL SOURCE
TRACKING**

PALOS VERDES ESTATES, CA

Assisting with field work and data analysis for a bacterial source tracking project within the Palos Verdes Peninsula Watershed.

CONFIDENTIAL CLIENT SITE CLOSURE

VERNON, CA

Environmental sampling for remediation of a former battery recycling facility in Vernon, California.

LOS ANGELES UNIFIED SCHOOL DISTRICT

LOS ANGELES, CA

Conducted field work and reporting for semiannual groundwater monitoring and remediation events under the guidance of a Professional Geologist.

LOS ANGELES WORLD AIRPORTS (LAWA)

LOS ANGELES, CA

Conducted field work and reporting for semiannual groundwater monitoring and remediation events under the guidance of a Professional Geologist.

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT (PVPUSD)

PALOS VERDES ESTATES, CA

Conducted radon measurement investigations and reporting for 15 schools under the guidance of a certified radon measurement provider.



Project Experience (Continued)

SANTA MARGARITA WATER DISTRICT CHIQUITA WASTEWATER RECLAMATION PLANT

MISSION VIEJO, CA

Collaborated on a project to test the efficiency of disinfection of wastewater at the facility. Quantified the weekly water samples by collecting, plating and testing for TB (total bacteria numbers) and AOB (ammonia oxidizing bacteria) with the use of DNA extraction and qPCR. Analyzed the data in Excel spreadsheets. Reviewed and reported on the disinfection efficiency records to the wastewater facility and Orange County Water Board for eight months with water quality compliance reports per California standards.

Work Experience

TEACHING ASSISTANT AT UNIVERSITY OF CALIFORNIA IRVINE

IRVINE, CA

Conducted lectures, presentations, discussion hours and exams for classes of over 50 undergraduate students. Led one on one meetings with students to advise, provide critical feedback and assess their final project of a research paper in one of the courses .



MICHELLE HALLACK, PhD, EIT, QISP

GIS Analyst & Hydrologist

**WATER
RESOURCES | ENVIRONMENTAL**
Oceanside, CA
michelle.hallack@altaenviron.com
760.237.2705

EDUCATION
University of Baja California, PhD

Michigan Technological
University, MSc

University of Sonora, BSc

EXPERIENCE
19 years

REGISTRATIONS
Engineer in Training (EIT
#163590)

Qualified Industrial Stormwater
Practitioner (QISP #00900)

Professional Certificate in
Construction Project
Management,
San Diego State University

AFFILIATIONS
California Stormwater Quality
Association

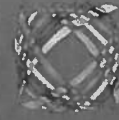
- Water resources planning and management.
- Drought intensity/duration/frequency analysis.
- Hydrological modeling and climate change impacts.
- Geographic information systems (GIS) applied to water resources and environmental projects.
- Data review, formatting and submission to the Storm Water Multiple Application and Report Tracking Systems (SMARTS).
- Storm water compliance and reporting and storm water drainage analyses.
- Best management practices (BMP) assessments for capture and reuse alternatives.
- Grant writing services.
- Experience assisting native American tribes with environmental projects.
- Fluent in speaking, reading and writing Spanish.

Project Experience

LOS ANGELES WORLD AIRPORTS STORM WATER MONITORING PROGRAM

LOS ANGELES, CA

Currently supporting the storm water monitoring program for Los Angeles International Airport (LAX). Program includes monitoring station equipment procurement, installation, maintenance, and continuous monitoring at three mass loading stations at LAX for compliance with Industrial Storm Water Permits. Preparing Exceedance Response Action, GIS modeling and mapping and Technical Reports. Monitoring includes flow and load monitoring, sampling of a full suite of priority pollutants, laboratory analysis, data management, and reporting. Conducting special study on BMP efficiency including selection, implementation and monitoring for metal removal. Alta also conducts industrial facility inspections at over 100 tenant facilities annually. Provides GIS services for industrial land use classification and delineation of drainage areas, industrial activity areas, BMP development and tracking, and tenant inspections.



Project Experience (Continued)

CITY OF SAN DIEGO MS4 FLOW MONITORING

SAN DIEGO, CA

Deploying web-enabled system to collect accurate measurements of flow rates and trends to schedule investigations to find a meaningful source of the flow pattern.

GRANT WRITING SERVICES

SAN DIEGO COUNTY, CA

Assisted in grant writing services for Native American Tribes in San Diego County for the U.S. Bureau of Reclamation WaterSmart Programs. Funding opportunities for these programs include Drought Resiliency Projects and Drought Contingency Planning.

CITY OF CARLSBAD NPDES MS4 OUTFALL MONITORING AND ASSESSMENT PROGRAM

CARLSBAD, CA

Monitoring and assessment of the water quality and quantity of discharges from the MS4, pollutant sources and/or stressors, and supporting effectiveness assessment of the water quality improvement strategies.

CITY OF VISTA BUENA VISTA CREEK WATER QUALITY AND FLOW MONITORING

VISTA, CA

Implementation of a dry weather flow and bacteria special study and conducted the Paseo Santa Fe Green Streets Post-Construction Monitoring and Reporting Project. Alta|NV5 implemented the monitoring, assessment, and reporting requirements of the Proposition 84 Grant Program.

Alta|NV5 is currently conducting receiving water quality and flow monitoring to satisfy NPDES permit requirements. GIS mapping of drainage areas, hydrologic features and outfall for source control and assessment studies.

CITY OF ESCONDIDO NPDES MS4 OUTFALL MONITORING AND ASSESSMENT PROGRAM

ESCONDIDO, CA

Assisted in conducting upstream illicit discharge source identifications and analytical non-storm water persistent flow MS4 outfall discharge monitoring.

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT SMR TRANSITIONAL WET WEATHER MONITORING

RIVERSIDE, CA

Conducting wet weather monitoring at the mass loading stations and MS4 outfall locations. Responsibilities include field reconnaissance, equipment installations, flow monitoring, automated sample collection, and data collection. GIS mapping of wildfire affected areas.

LAKE ELSINORE AND CANYON LAKE NUTRIENT TMDL MONITORING AND REPORTING, SANTA ANA WATERSHED PROJECT AUTHORITY

LAKE ELSINORE, CA

Stormwater sampling to determine the total nutrient loads into the lakes from their tributaries. Annual water quality data is used to calculate loads and evaluate nitrogen and phosphorus TMDL compliance with waste load allocations.

PORT OF LONG BEACH. STANDARD URBAN STORMWATER MITIGATION PLAN

ESCONDIDO, CA

Assisted in engineering review of the revised Pier J Path Standard Urban Stormwater Mitigation Plan (SUSMPs) as they are received from Port Engineering staff, for compliance with the Stormwater Quality Post-Construction Guidance Manual (Guidance Manual).

PALOS VERDES PENINSULA COORDINATED INTEGRATED MONITORING PROGRAM MS4 OUTFALL MONITORING

RANCHO PALOS VERDES, CA

Alta|NV5, as a key subcontractor to Anchor QEA (prime contractor), is implementing MS4 outfall monitoring requirements for the Peninsula Coordinated Integrated Monitoring Program (CIMP). Assisting in wet weather monitoring at six MS4 outfall locations during three storm events per year. Provides GIS services for modeling and mapping.

UNITED STATES COAST GUARD BASE LA/LONG BEACH INDUSTRIAL GENERAL PERMIT ASSISTANCE

SAN PEDRO, CA

Assisted with QISP services for the Level 2 ERAs, annual evaluation and training for the Base.

TACTICAL AIR OPERATIONS STORM WATER QUALITY MANAGEMENT PLAN FOR PRIVATE AIRPORT

SAN DIEGO, CA

Assisting in the development of measures to control storm water runoff from the facility for a redevelopment plan consisting on an expansion to the runway. The Plan includes recommendations for best management practices to capture and control runoff to reduce peak discharges from the site



and pollutant concentration in discharges. Provided GIS services for hydrologic analysis.

VIEJAS BAND OF KUMEYAAY INDIANS NONPOINT SOURCE ASSESSMENT REPORT AND MANAGEMENT PROGRAM PLAN

SAN DIEGO, CA

Developed Nonpoint Source Assessment Report and Nonpoint Sources Management Program Plan for the Viejas Reservation to meet the requirements Clean Water Act Section 319(a). Provided GIS modeling for non-point sources of pollution.

PALA BAND OF LUISENO INDIANS. EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW ACT (EPCRA)-COMPLIANT EMERGENCY RESPONSE PLAN

PALA, CA

Developed the Emergency Planning and Community Right-to-Know Act (EPCRA)-compliant Emergency Response Plan for the Pala Band of Luiseno Indians. Provided GIS maps to identify environmental sites of concern, evacuation routes and potential shelters.

SPILL PREVENTION, CONTROL, AND COUNTERMEASURE PLAN PREPARATION

SOUTHERN CALIFORNIA

Assisting in the preparation of Spill Prevention, Control, and Countermeasure Plans (SPCC) for various clients in Southern California. Tasks include oil tank and container inventories and secondary containment evaluation. Spill Prevention, Control, and Countermeasure plan including developing spill prevention, spill preparedness, and spill response strategies. Developed maps using GIS software to satisfy Industrial General Permit (IGP) requirements.

Research/Work Experience

GUADALUPE AQUIFER ENSENADA GROUNDWATER TECHNICAL COMMITTEE

ENSENADA, BAJA CALIFORNIA, MEXICO

Research, hydrological analyses, collecting well depth measurements. Using GIS to identify the most suitable capture/recharge stormwater runoff surface areas at the Guadalupe River Valley in Ensenada, Mexico.

BAJA CALIFORNIA PUBLIC WATER UTILITIES OF TIJUANA/ UNIVERSITY OF BAJA CALIFORNIA

TIJUANA, BAJA CALIFORNIA, MEXICO

Research BMPs, particularly, the use of constructed wetlands for wastewater derived from rural communities in northwest Baja California. Designed and built a subsurface vertical/horizontal wetland system to use as tertiary treatment at the School of Engineering and Technology of the University of Baja California. Monitored wetland inflow/outflow for pollutant removal assessment.

GUADALUPE RIVER BASIN RESEARCH

ENSENADA, BAJA CALIFORNIA, MEXICO

Engineering Professor-Researcher. Quantifying the frequency and severity of meteorological droughts at the local (watershed) scale, and hydrologic modeling under climate change scenarios.

Set up, calibrated and validated a hydrological model for the upper Guadalupe River Basin using the Soil and Water Assessment Tool and GIS. Using the model, high and low emissions climate change scenarios were simulated for short and long term. Quantified the differentiating impacts during dry, normal and wet years. Analysis of precipitation climatology and interannual variability using a drought index. Estimated regional rainfall drought frequency analysis under El Niño/Southern Oscillation (ENSO) states. Scientific journal publication of results.

UNIVERSITY OF BAJA CALIFORNIA: ENGINEERING DEPARTMENT AND SCHOOL OF ENGINEERING AND TECHNOLOGY

MEXICALI/TIJUANA, BAJA CALIFORNIA, MEXICO

As a Professor, taught complex concepts at undergraduate and graduate levels related to water resources and environmental engineering including, but not limited to, hydrology, hydraulics engineering, stochastic hydrology, GIS applied to civil and environmental engineering. Mentored undergraduate and graduate students. Managed, coordinated and participated in research engineering projects.

TIJUANA RIVER BASIN CASE STUDY

US & MEXICO

Evaluated the impacts of drought on the Tijuana River Basin. Utilized data from three periods of drought and applications to hydrological models to estimate water balance and assess effects on water availability. This methodology can be transferred to other regions of the world under similar climatological conditions. This case study "Using an integrated hydrological model to estimate the impacts of droughts in a semiarid transboundary river basin: the case study of the Tijuana River Basin" was published in the 2019 *International Journal of River Basin Management*.



AUSTIN KAY, CESSWI, QISP

Inspector

- Expertise in site inspections, BMP assessments and SWPPP compliance.
- Flow monitoring and sample collection for water quality samples.
- Assisting in environmental permitting and storm water compliance and reporting.
- Evaluation of analytical data and compilation of data for graphics and final reports.
- Utilization of remote sensing data loggers and automated samplers.
- Utilization of drone technology to capture aerial images and compiling images into 2D maps and 3D models.

WATER RESOURCES | ENVIRONMENTAL

Oceanside, CA

austin.kay@altaenviron.com

760.237.2706

EDUCATION

BS, Environmental Science,
California Lutheran University
(2017)

EXPERIENCE

2 years

REGISTRATIONS

Qualified Industrial Stormwater
Practitioner (QISP #00774)

Certified Erosion, Sediment and
Storm Water Inspector (CESSWI
#5609)

FAA Certified Remote Pilot of
Small Unmanned Aircraft (C/N
4071627)

40 Hour HAZWOPER (2017)

Confined Space Entry and
Attendant (2017)

Pix4D Aerial Photogrammetry
Software Certified User (2018)

Project Experience

CITY OF VISTA AS-NEEDED NPDES SUPPORT

VISTA, CA

Currently providing the City of Vista with as-needed support services for NPDES compliance. Responsibilities include conducting receiving water quality, site inspections, flow monitoring, sampling and reporting.

LOS ANGELES WORLD AIRPORTS (LAWA) STORM WATER TENANT INSPECTIONS & MONITORING PROGRAM

LOS ANGELES & VAN NUYS, CA

Currently supporting the storm water monitoring program for Los Angeles International Airport (LAX) and Van Nuys Airport (VNY) with tenant inspections. Alta performs Annual Compliance/BMP inspections to verify compliance with LAWAs Industrial Permits. Program also includes monitoring and reporting services at LAX and VNY. Monitoring includes flow and load monitoring, sampling of a full suite of priority pollutants, laboratory analysis, data management, and reporting. Responsibilities include conducting tenant inspections, monitoring equipment installations and maintenance, and reporting assistance.

VONS/SAFEWAY/ALBERTSONS DISTRIBUTION CENTERS AND BEVERAGE AND FOOD MANUFACTURING PLANTS INDUSTRIAL STORMWATER PROGRAM SUPPORT

CALIFORNIA

Task leader for monthly BMP inspections at 8 distribution facilities/manufacturing plants, annual BMP evaluations and annual reporting, and site assessments. Performed drainage area flow assessment and developed monitoring plans to comply with Industrial General Permit (IGP). Also prepared SPCC Plans for sites required to develop SPCC plans.

Project Experience (Continued)

CITY OF CARLSBAD NPDES MS4 OUTFALL MONITORING AND ASSESSMENT PROGRAM

CARLSBAD, CA

Currently supporting the Non-Storm Water Persistent Flow MS4 Outfall Discharge monitoring, Illicit Discharge Detection Elimination investigations, Dry Weather Special Study monitoring, and assessment and reporting of the monitoring programs. Implementing the Dry Weather Special Study to assess baseline flow, temporal flow patterns, and stable isotope concentration patterns at the persistently flowing major MS4 outfalls during summer dry weather conditions. Responsibilities include grab sampling, Illicit Discharge Detection Elimination investigations, and data QA/QC.

CITY OF PALOS VERDES ESTATES DRY WEATHER MS4 SAMPLING SERVICES

PALOS VERDES ESTATES, CA

Conducting dry weather source tracking within the municipal separate storm sewer system (MS4) tributary to drainage outfalls at Malaga Cove Beach. Task included developing a field sampling plan, health and safety plan, and a systematic adaptive follow-up sampling plan to collect dry weather samples from the storm drain network tributary. Conducted field sampling and analysis to track human associated HF183 gene sequences from Bacteroides species. Responsibilities include grab sampling.

CITY OF OCEANSIDE NPDES MS4 OUTFALL MONITORING AND ASSESSMENT PROGRAM

OCEANSIDE, CA

Alta has provided support to the City of Oceanside Monitoring and Assessment Program in the Carlsbad Watershed Management Area (WMA) and San Luis Rey WMA as part of the requirements of the City's Water Quality Improvement Plans (WQIPs). Responsibilities include implementing detailed MS4 outfall visual observations, Illicit Discharge Detection Elimination investigations, and data QA/QC.

CITY OF ESCONDIDO NPDES MS4 OUTFALL MONITORING AND ASSESSMENT PROGRAM

ESCONDIDO, CA

Alta has provided support to the City of Escondido (City) Utilities Department, Environmental Programs Division Monitoring and Assessment Program in the Carlsbad Watershed Management Area (WMA) and San Dieguito WMA as part of the requirements of the City's Water Quality Improvement Plans (WQIPs). Responsibilities include

implementing dry weather non-storm water persistent flow MS4 outfall discharge monitoring, Illicit Discharge Detection Elimination investigations, MS4 outfall visual observations, MS4 data QA/QC, program review, and assessment and reporting of the monitoring programs.

CITY OF SAN DIEGO MS4 LOW FLOW MONITORING

SAN DIEGO, CA

Alta developed the MS4 Flow System™ to specifically help municipalities identify, assess, and eliminate non-stormwater flows in their storm drains. As part of an on-going low flow monitoring project, Alta has been deploying the web-enabled flow data system throughout the City of San Diego's MS4 network to collect accurate measurements of flow rates and trends. The near real-time data is sent to a customizable web portal, where it is organized and displayed to create a hub of data interaction, interpretation, and collaboration among those involved in the project. The City's managers and field investigators use the data and statistics to determine when significant flows were occurring and to schedule dry weather flow observations for a higher probability of success at finding a meaningful source of the flow pattern. Responsibilities include field reconnaissance, equipment installations, flow monitoring, data collection, and data QA/QC.

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT SANTA MARGARITA RIVER WQIP WET WEATHER MONITORING

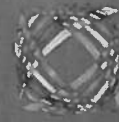
RIVERSIDE, CA

Alta is conducting the Santa Margarita River WQIP wet weather monitoring at mass loading stations and MS4 outfall locations. Responsibilities include field reconnaissance, equipment installations, flow monitoring, automated sample collection, data collection, and data QA/QC.

SANTA ANA WATERSHED PROJECT AUTHORITY LAKE ELSINORE AND CANYON LAKE NUTRIENT TMDL WATERSHED MONITORING AND ANNUAL REPORTING

RIVERSIDE, CA

Annual watershed-wide monitoring and reporting program for the Lake Elsinore and Canyon Lake Nutrient TMDL Task Force. Coordinating storm sampling events to determine the total nutrient loads into the lakes from their tributaries. Responsibilities include equipment installations, flow monitoring, automated sample collection and data QA/QC.



ADRIAN LOPEZ, QISP

Senior Inspector

**WATER
RESOURCES | ENVIRONMENTAL**
Long Beach, CA
adrian.lopez@altaenviron.com
562.489.9761

EDUCATION

BS, Civil Engineering, Carnegie
Mellon University, 2013

BS, Engineering & Public Policy,
Carnegie Mellon University, 2013

EXPERIENCE

6 years

REGISTRATIONS

Qualified Industrial Stormwater
Practitioner (QISP #00405)

40-Hour HAZWOPER

Confined Space Entry and
Attendant

Lead Sampling Technician

AFFILIATIONS

California Stormwater Quality
Association

- Six years of environmental permitting and compliance experience with a focus on industrial and municipal clients.
- Areas of expertise include environmental permitting and storm water compliance and reporting
- Responsible for the development of Storm Water Pollution Prevention Plans (SWPPP) for Industrial General Permits and implementation of municipal and industrial compliance programs.
- Understanding of National Pollutant Discharge Elimination System (NPDES) permit and current Municipal Separate Storm Sewer System (MS4) permit requirements for storm water programs.
- Data review, formatting and submission to the Storm Water Multiple Application and Report Tracking Systems (SMARTS).
- Evaluation of analytical data and compilation of data for graphics and final reports.
- Fluent in speaking, reading and writing Spanish.

Project Experience

CITY OF PALOS VERDES ESTATES DRY WEATHER MS4 SAMPLING SERVICES

PALOS VERDES ESTATES, CA

Conducting dry weather source tracking within the MS4 tributary to drainage outfalls at Malaga Cove Beach. Task include developing a field sampling plan, health and safety plan, and a systematic adaptive follow-up sampling plan to collect dry weather samples from the storm drain network tributary. Conducted field sampling and analysis to track human associated HF183 gene sequences from Bacteroides species.

CITY OF CARLSBAD NPDES MS4 OUTFALL MONITORING AND ASSESSMENT PROGRAM

CARLSBAD, CA

Currently supporting the Non-Storm Water Persistent Flow MS4 Outfall Discharge monitoring, Illicit Discharge Detection Elimination investigations, Dry Weather Special Study monitoring, and assessment and reporting of the monitoring programs. Implementing the Dry Weather Special Study to assess baseline flow, temporal flow patterns, and indicator bacteria temporal patterns at the persistently flowing major MS4 outfalls during summer dry weather conditions.



Project Experience (Continued)

CITY OF CARLSBAD NPDES MS4 OUTFALL MONITORING AND ASSESSMENT PROGRAM (CONTINUED)

CARLSBAD, CA

To accomplish high quality flow data in low flow conditions, designed and installed low flow weirs with flowmeters to establish high resolution baseline flow conditions. Alta|NV5 will provide recommendations for effectively targeting and controlling sources of indicator bacteria and non-storm water flow contributing to the Highest Priority Water Quality Condition.

ONTARIO INTERNATIONAL AIRPORT AUTHORITY EH&S AND STORM WATER PROGRAM

ONTARIO, CA

Currently supporting overall environmental health and safety compliance for the Ontario Airport. Programs supported include Spill Prevention, Control, and Countermeasure (SPCC), hazardous materials compliance, and a focus on storm water compliance and monitoring. The Stormwater program includes monitoring at four stations at Ontario International Airport for compliance with Industrial Storm Water Permits, monitoring and sampling of a full suite of priority pollutants, laboratory analysis, data management, and reporting.

PALOS VERDES PENINSULA COORDINATED INTEGRATED MONITORING PROGRAM (CIMP)

LOS ANGELES COUNTY, CA

Currently supporting the Palos Verdes Peninsula CIMP for the Cities of Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Los Angeles County and Los Angeles County Flood Control District. Tasks include field work coordination, dry weather monitoring, wet weather monitoring, and flow monitoring equipment installation and maintenance. Additional tasks include traffic control plan preparation for wet weather monitoring, outfall monitoring, and special studies.

VONS/SAFEWAY/ALBERTSONS STORM WATER INDUSTRIAL GENERAL PERMIT SUPPORT

CALIFORNIA

Currently supporting Vons/ Safeway/Albertsons industrial stormwater program. Responsibilities include SWPPP preparation and revisions, site inspections, BMP

recommendations, laboratory data QA and SMARTs submittal, ERA Reports, facility staff training, and annual reports.

PORT OF LONG BEACH INDUSTRIAL STORM WATER MONITORING AND REPORTING SERVICES

LONG BEACH, CA

Supported the Industrial Stormwater Monitoring Program for the Port of Long Beach. Developed a Sampling and Analysis Plan, Quality Assurance Project Plan and conducted MS4 Outfall Monitoring. Sampling included using automated samplers and managing coordination with the laboratory for a complex group of laboratory analytes required by the TMDL.

SSA MARINE STORM WATER INDUSTRIAL GENERAL PERMIT SUPPORT

LOS ANGELES & LONG BEACH, CA

Currently supporting SSA Marine industrial stormwater program at six terminals in the Ports of Los Angeles and Long Beach. Responsibilities include SWPPP preparation and revisions, BMP recommendations, laboratory data QA and SMARTs submittal, ERA Reports, facility staff training, and annual reports.

ORCO BLOCK & HARDSCAPE NPDES BMP DESIGN SUPPORT

SOUTHERN CALIFORNIA

Supporting facility as-needed services for the New Industrial General Permit for facilities located in Stanton, Riverside, Highlands, Romoland, and Oceanside, California. Support with Storm Water Pollution Prevention Plans, Exceedance Response Action Reports, BMP Designs for infiltration basins, detention vaults, pump sizing, and permit compliance strategies.

LOS ANGELES WORLD AIRPORTS STORM WATER MONITORING PROGRAM

LOS ANGELES & VAN NUYS, CA

Currently supporting the storm water monitoring program for Los Angeles International Airport (LAX) and Van Nuys Airport (VNY). Program includes monitoring station equipment procurement, installation, maintenance, and continuous monitoring at three mass loading stations at LAX and monitoring at one station at VNY for compliance with Industrial Storm Water Permits. Monitoring includes flow and load monitoring, sampling of a full suite of priority pollutants, laboratory analysis, data management, and reporting.



AMY NGUYEN, CISEC, QSP

Inspector

Amy Nguyen recently joined the Alta | NV5 Water Resources team as a Water Resources Associate. Her expertise lies within construction stormwater consulting, environmental regulations, and Best Management Practices (BMP) implementation. She has six years of experience in handling with a wide variety of construction stormwater projects throughout Southern California. Her projects have included monitoring and reporting for parks, schools, landfills, apartment buildings, and airports. Amy received her degree in Earth System Sciences at University of California, Irvine. She has obtained her Certified Inspector of Sediment and Erosion Control (CISEC) and Qualified Storm Water Pollution Prevention Plan (SWPPP) Practitioner certifications.

WATER RESOURCES | ENVIRONMENTAL

Long Beach, CA
Amy.Nguyen@altaenviron.com
714.398.4759

EDUCATION

BS, Earth System Science,
University of California, Irvine,
2013

EXPERIENCE

6 years

CERTIFICATIONS

Qualified SWPPP Practitioner
(QSP)

Certified Inspector of Sediment
and Erosion Control (CISEC)

Project Experience

ONTARIO INTERNATIONAL AIRPORT AUTHORITY (OIAA) ENVIRONMENTAL COMPLIANCE

ONTARIO, CA

Providing general environmental consulting services, including storm water compliance for SWPPP, Spill Prevention, Control and Countermeasure (SPCC) plans and industrial inspections.

BH LUXURY RESIDENCES CONSTRUCTION GENERAL PERMIT ASSISTANCE

BEVERLY HILLS, CA

Preparation of SWPPP documents and inspection services for 9900 Wilshire development in Beverly Hills, California.

C L KIP CONSTRUCTION SERVICES CONSTRUCTION GENERAL PERMIT ASSISTANCE

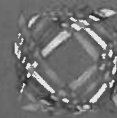
SYLMAR, CA

Preparation of SWPPP documents and inspection services for Oakridge development in Sylmar, California.

METRO BLUE LINE TRACK AND SYSTEM REFURBISHMENT

LONG BEACH, CA

Managed and inspected the Metro Blue Line (MBL) for upgrade and construction. Work included the replacement of rail, booting and crossing panels at different metro stations within Long Beach. There were 22 stations along the work alignment of which 20 required painting. Improvements at all MBL Stations for the future Door Enable project and Upgrades to the MBL stations signing.



Work Experience

QUALIFIED SWPPP PRACTITIONER

SHERMAN OAKS & SAN MARCOS, CA

Provided consultation services for construction projects to remain in compliance with 2009-0009 Construction General Permit and National Pollutant Discharge Elimination System (NPDES) requirements. Provided weekly SWPPP inspections along with storm inspections for construction sites, particularly Caltrans construction sites. Consulted with clients regarding BMPs and storm water management. Performed REAPs, pre-, during-, and post-rain inspections; written SWPPP inspection reports that comply with the construction monitoring and reporting procedures with detailed descriptions and photographs for Risk Level 1 and 2 sites. Field work included the collection of storm water samples.

STORM WATER COMPLIANCE CONSULTANT

SAN DIEGO, CA

Observed implementation and any inadequacies of storm water pollution programs and BMPs. No notices of violation were issued. Provided SWPPP inspections and consulting for Risk Level 1 & 2 construction sites, on a weekly, pre-, during-, and post-rain inspections. Filed reports on Storm Water Multiple Application and Report Tracking System (SMARTS) database, such as Annual Report, Change of Information, and Notice of Termination. Ad Hoc reports were created on SMARTS. Collected storm water discharge samples to test for pH and turbidity.

STORM WATER COMPLIANCE INTERN

ORANGE COUNTY, CA

Collected and tested field samples from the Municipal Separate Storm Sewer System (MS4) in Orange County to comply with the NPDES permit and Total Maximum Daily Load (TMDL) requirements. Determined where and how to conduct water sampling, testing, and preserving samples in a mobile lab at the collection site. Determined if results were within reason and/or exceeded Numeric Action Levels (NALs) set by the State Waterboard. Reported directly to the respective city's officials where there was an exceedance in pollutants in accordance with the NALs and provided evidence to support field investigations on unauthorized discharges. Performed clerical tasks as needed, such as handling chain of custodies, data entry and report writing.

AIR QUALITY AND GREENHOUSE GAS (GHG) MONITORING

SOUTHERN CALIFORNIA

Sampled locations throughout Southern California that emit methane per transect during the day and evening hours. Recorded peculiar patterns in amounts of methane emissions higher than 3.0 ppm. Collected ambient methane samples at locations that had more than 7.0 ppm.

IRVINE RANCH CONSERVANCY

IRVINE, CA

Completed clerical projects for Irvine Ranch parks, trails, and nature reserves. Assisted with organization of community service events and public outreach programs.

JENNIFER PETERSON, PE,CFM,QSD/P, CPESC, LEED AP

Task Manager

EXPERIENCE

Jennifer has over 20 years of experience working in the civil and environmental engineering fields. Her main areas of expertise include working with stormwater permits such as Municipal Stormwater Permits (Phase I and Phase II Permits), the State's Construction General Permit and the State's Industrial Construction Permit. Jennifer currently manages the Stormwater Group in NV5's San Diego office and supervises eight staff members including engineers, stormwater inspectors, and subconsultants. She is also responsible for providing strategic planning support to the other NV5 offices in not only California but Nationwide for storm water and water quality projects. Jennifer is currently a member of the California Stormwater Quality Association (CASQA) where she currently serves on the Training Committee as Co-Chair and is also a member of the Watershed Management and Impaired Waters Subcommittee.

EDUCATION

BS Civil Engineering

PROFESSIONAL CERTIFICATIONS

Professional Engineer, CA #C50856

Qualified Storm Water Developer /
Qualified Storm Water Practitioner -
#00502 - CASQA

LEED Accredited Professional

Certified Floodplain Manager - CA
#US-05-01351

Certified Professional Erosion &
Sediment Control - CA #5588

RELEVANT PROJECT EXPERIENCE

STORM WATER POLLUTION PREVENTION PLAN SERVICES

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY | SAN
DIEGO, CA

Project manager for QSP Services that were performed for active construction projects within San Diego Regional Airport Authority jurisdiction, specifically Lindbergh Field in San Diego, CA. Duties included: SWPPP Trainings, performing bi-weekly BMP Inspections, attending weekly project status meetings, coordination and recommendations for contractor and contractor's QSP, monthly status reports to SDRAA. Projects included various parking lots, South Side Development Improvements, and 12kV Loop project.

TELEDYNE RYAN TA-13

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY | SAN
DIEGO, CA

Project engineer responsible for design improvements for the Teledyne Ryan TA-13 parking lot at the San Diego County International Airport. The design included re-grading of parking lot, drainage, curbing, sidewalks, striping, storm drain relocation, handicap ramps, specifications, estimates, and hazmat containment and cleanup. This was an extremely fast-track track project. The design was completed in two weeks to keep the construction on schedule.

CONTRACT FOR STORM WATER PERMITTING AND SWPPP SERVICES

SAN DIEGO GAS & ELECTRIC | SAN DIEGO COUNTY, CA

Project Manager responsible for overseeing stormwater permitting contract for SDG&E's Environmental Department for more than 9 years with a total contract value of approximately \$3.7M. Storm water services provided included: Preparing Traditional and Linear SWPPPs, Performing BMP inspections and sampling, Maintenance of

on-site SWPPPs, providing SWPPP training to contractors, updating SMARTS with all required reporting information, providing weekly budget reporting/updates and project status reports, coordinating with SDG&E and SDG&E contractors in providing guidance to address BMP deficiencies and SWPPP compliance, preparing project close-out documents. Jennifer also co-managed SDG&E's Water Pollution Control Program (WPCP) with Caltrans. SDG&E's WPCP program required over 50 separate trainings for staff and contractors working within Caltrans Right-of-way, and careful coordination with Caltrans on processing of WPCP permits in a timely manner. Over the past nine years NV5 has been instrumental in helping SDG&E shape their existing stormwater compliance program by creating templates for reporting, coordinating compliance issues with the Regional and State Boards, and helping to streamline field procedures for faster project close-out.

AS-NEEDED STORM WATER SERVICES

UNIVERSITY OF CALIFORNIA | SAN DIEGO, CA

Project Manager for As-Needed Stormwater Contract in which NV5 is providing project management services to support UCSD's stormwater compliance program, primarily for the State's Construction General Permit and Phase II MS4 Permit. Services include: review of Contractor SWPPPs, conducting BMP audits for active construction sites, coordination of REAPS and all rain event inspections with contractors, support of UCSD staff in filing Annual Reports and any other information needed for upload to SMARTS, providing training as needed on permit requirements, and representation of Owner (UCSD) in the event of any stormwater violations. Jennifer has also been working with UCSD's Environmental group on updating

JENNIFER PETERSON, PE,CFM,QSD/P, CPESC, LEED AP

Project Manager (Continued)

the University's hydrology and water quality guidelines for development projects as well as helping create a post-construction checklist and template for projects to assist the Environmental staff with tracking. Jennifer also manages all construction projects that hold construction permits on SMARTS and often acts as staff extension to the Facilities, Design, and Construction Group to provide stormwater advice and attend meetings and calls. She is currently working with the University to develop a SWPPP template to incorporate the recent Phase II MS4 permit requirements.

UCSD NIMITZ MARINE FACILITY STORM WATER TREATMENT DESIGN

UNIVERSITY OF CALIFORNIA | SAN DIEGO, CA

Project Manager for Design of Stormwater Collection and Treatment System that was designed to comply with the State's 2014 Industrial Permit. Primary Services included: Preparation of design plans, specifications, and cost estimate for five underground retention basins that collected stormwater runoff from the site and routed the water quality flows to a modular wetland system for treatment of pollutants including sediment, bacteria, and metals. Very close coordination was required with multiple parties including the Port Engineers, UCSD Facilities Team, CIP, and Environmental Departments while working on an accelerated schedule to ensure the project completion as part of an existing contract that was ongoing at the site.

UCSD REVELLE COLLEGE DRIVE EDUCATIONAL STORM WATER TREATMENT PROJECT

UNIVERSITY OF CALIFORNIA | SAN DIEGO, CA

Project Manager. The goal of this project was to design an educational stormwater and water quality treatment system for this 6-acre drainage basin by diverting stormwater runoff from the existing storm drain system into a proposed bioretention basin. As project manager for NV5 and the civil work, Jennifer worked closely with UCSD and the Landscape Architect to develop a concept from which grading and landscape plans were prepared for construction. This project required multiple workgroup meetings between key parties on campus and went through several iterations before developing a final design that consisted of a series of bioretention basins that students could walk through and observe signage about how stormwater was being treated. The project also reduced stormwater flows to the existing storm drain system and alleviated some areas of dry weather flows.

NPDES STAFF EXTENSION

CITY OF CARLSBAD | CARLSBAD, CA

Project manager for providing NPDES support to the City to support the City's Storm Water Program and monitoring the implementation of all BMPs on construction sites. Managed two stormwater inspectors who were responsible for performing regular site inspections on all construction sites, meeting with responsible contacts on site, conducting BMP assessments, coordinating and communicating problem sites to the City's inspection staff, completing written and/or electronic inspection reports identifying any deficiencies or corrective actions needed at each site. Inspectors also had the authority to stop work on any job site that was not in compliance with the Permit.

"GREEN ALLEYS" PROJECT

CITY OF IMPERIAL BEACH | IMPERIAL BEACH, CA

Project Engineer responsible for design and support calculations for pervious pavement section for 22 Alleys that were paved within the City, as prioritized by the residents. The principal environmental concern for this project was incorporating Low Impact Development techniques and complying with new storm water regulations when the project was proposed to pave essentially all of the 20-foot-wide alleys to provide access.

STORM WATER QUALITY MANAGEMENT PLAN REVIEWS

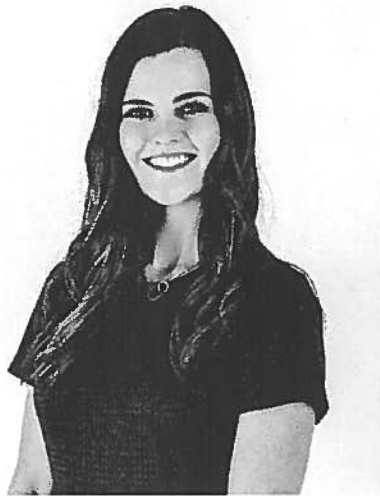
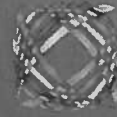
CITY OF IMPERIAL BEACH | IMPERIAL BEACH, CA

Project Engineer. NV5 is currently providing plan check assistance to the City for various technical studies. Jennifer has been assisting with SWQMP reviews and making sure that they conform to the current San Diego Regional MS4 Permit. Close coordination with staff has been necessary to develop standard checklists and ensure consistent review comments for developers.

EAST VALLEY PARKWAY IMPROVEMENTS

CITY OF ESCONDIDO | ESCONDIDO, CA

Project Engineer responsible for water quality design and stormwater permits for the one half mile widening of East Valley Parkway and Valley Center Road to prime arterial standards between Beven Drive and the northerly city limits where it joined improvements previously constructed by the County. This \$6.5M project will eliminate a traffic bottleneck and features a bridge widening, traffic signal modifications, streetscape design, preparation of right of way documents and environmental services. Five bioretention swales/basins were designed into the Right-of-way for drainage and water quality treatment from the roadway section.



BRIDGETTE REDDINGTON, QISP

Inspector

- Site Inspections, BMP assessments, and SWPPP Compliance
- Flow monitoring and sample collection for water quality samples.
- Assisting in environmental permitting and storm water compliance and reporting.
- Evaluation of analytical data and compilation of data for graphics and final reports.
- Utilization of remote sensing data loggers and automated samplers.

Project Experience

WATER RESOURCES | ENVIRONMENTAL

Oceanside, CA

bridgette.reddington@altaenviron.com

760.237.2704

EDUCATION

BS, Environmental Science,
University of San Diego (2018)

EXPERIENCE

1 year

REGISTRATIONS

Qualified Industrial Stormwater
Practitioner (QISP # 01012)

40 Hour HAZWOPER (2017)

Confined Space Entry and
Attendant (2018)

Lead Sampling Technician (2019)

AFFILIATIONS

CASQA

CITY OF CARLSBAD NPDES MS4 OUTFALL MONITORING AND ASSESSMENT PROGRAM

CARLSBAD, CA

Currently supporting the Non-Storm Water Persistent Flow MS4 Outfall Discharge monitoring through equipment removal/installation, data collection, and periodic sampling efforts to assess baseline flow, temporal flow patterns, and indicator bacteria temporal patterns at the persistently flowing major MS4 outfalls during summer dry weather conditions.

CITY OF SAN DIEGO MS4 LOW FLOW MONITORING

SAN DIEGO, CA

Assisting the City of San Diego's MS4 Flow Monitoring project through weekly flow monitoring equipment installation/removal, data QA/QC, and reporting assistance.

CITY OF VISTA AS-NEEDED NPDES SUPPORT

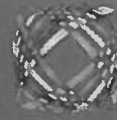
VISTA, ST

Currently providing the City of Vista with as-needed support services for NPDES compliance, such as site inspections, flow monitoring equipment installation/removal, water sampling, data QA/QC, and reporting.

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT SANTA ANA RIVER WATERSHED POST-FIRE MONITORING-HOLY FIRE

RIVERSIDE COUNTY, CA

Conducted water quality sampling and flow monitoring at two catch basins determined by the County as main contributors of post-fire runoff flow within the watershed. Responsibilities included field reconnaissance, equipment installations, flow monitoring, sample collection, visual observations, data QA/QC, and reporting.



Project Experience (Continued)

SANTA ANA WATERSHED PROJECT AUTHORITY LAKE ELSINORE AND CANYON LAKE NUTRIENT TMDL WATERSHED MONITORING AND ANNUAL REPORTING

RIVERSIDE, CA

Participated in storm sampling events to determine the total nutrient loads into the lakes from their tributaries. Tasks include field equipment maintenance, flow monitoring, automated sample collection, and annual reporting.

LOS ANGELES WORLD AIRPORTS (LAWA) STORM WATER MONITORING PROGRAM

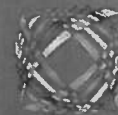
LOS ANGELES & VAN NUYS, CA

Currently supporting the storm water monitoring program for Los Angeles International Airport (LAX) and Van Nuys Airport (VNY) with tenant inspections. Other tasks during storm season include field equipment maintenance, flow monitoring, automated sample collection, and annual reporting.

VONS/SAFEWAY/ALBERTSONS DISTRIBUTION CENTERS AND BEVERAGE AND FOOD MANUFACTURING PLANTS INDUSTRIAL STORMWATER PROGRAM SUPPORT

SOUTHERN CALIFORNIA

Technical support for monthly BMP inspections at 11 distribution facilities/manufacturing plants, annual BMP evaluations and annual reporting, and site assessments. Assisted in the preparation of SPCC Plans and SWPPP Plans for specified sites.



Matthew Renaud, CPESC, QISP, CESSWI, QSD/P ToR

Task Manager

WATER RESOURCES | ENVIRONMENTAL

Long Beach, CA
Matthew.Renaud@altaenviron.com
562.489.9747

EDUCATION

B.S., Environmental Studies, Policy and Management; State University of New York College of Environmental Science and Forestry, Syracuse, NY (2001)

EXPERIENCE

18 years

REGISTRATIONS

Qualified SWPPP
Developer/Practitioner - Trainer of Record (QSD/P ToR #0740)

Certified Professional in Erosion and Sediment Control (CPESC #6156)

Certified Erosion, Sediment and Storm Water Inspector (CESSWI #2487)

Qualified Industrial Stormwater Practitioner (QISP #00527)

AFFILIATIONS

CASQA

- More than 18 years of experience with environmental remediation and storm water compliance consulting.
- Areas of expertise include construction and industrial storm water compliance: SWPPP writing, site inspections/audits, discharge sampling, compliance programs development, and ERA Reports.
- Scientific specialization in water quality investigations.
- Evaluation of construction sites for compliance and regulatory response.

Project Experience

ONTARIO INTERNATIONAL AIRPORT AUTHORITY (OIAA) CONSTRUCTION GENERAL PERMIT

ONTARIO, CA

Developed the Airport's "Guidance Manual for Construction Storm Water Pollution Prevention." Provided direct oversight for 3rd party compliance audit program of capital investment projects occurring on airport property. Managed SMARTS records for all SWRCB Permits; prepared Annual Reports, COIs and NOTs. Reviewed SWPPPs and Amendments prepared by contractors for compliance with the CGP and the airport's Guidance Manual minimum requirements.

COACHILLIN HOLDINGS, LLC CONSTRUCTION GENERAL PERMIT

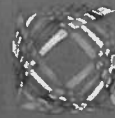
DESERT HOT SPRINGS, CA

Provide QSD services for the creation of a multi-phase SWPPP for a 160-acre development project. Provide QSP inspection services throughout the course of the construction activities. Prepared soil management report for landscape compliance reporting, Sludge Management Report as part of the facility's WDR for an onsite septic system, and storm water quality investigations.

LINXS CJV LAX AUTOMATED PEOPLE MOVER ENVIRONMENTAL MANAGEMENT/CONSTRUCTION GENERAL PERMIT

LOS ANGELES, CA

Provide primary environmental compliance services to the construction Joint Venture. Provide QSD services for the creation of a multi-phase SWPPP for a 2.5-mile elevated rail line. Provide QSP inspection oversight throughout the course of the construction activities. Coordinate the environmental compliance activities related to soil management, paleo/cultural/biological



Project Experience (Continued)

BH LUXURY RESIDENCES CONSTRUCTION GENERAL PERMIT

LOS ANGELES, CA

Prepared the project SWPPP and NOI for a development project valued at over \$1 Billion. QSP inspections and client advisement on storm water design compliance issues. Management and quarterly reporting for the project's groundwater dewatering permit.

SANTA ANA USD CONSTRUCTION GENERAL PERMIT

SANTA ANA, CA

Responded to RWQCB issued Notices of Non-Compliance for multiple facilities regarding previously completed construction projects. Communicated compliance actions with RWQCB staff, filed NOTs and Annual Reports.

CONSTRUCTION GENERAL PERMIT FOR ANVIL CONSTRUCTION

IRVINE, CA

Serve as the firm's storm water compliance expert in the preparation of SWPPPs, NOIs, RWQCB communications regarding compliance issues, file Annual Reports, perform compliance inspections, and NOTs for all active construction projects.

SOUTHERN CALIFORNIA EDISON (SCE) CONSTRUCTION GENERAL PERMIT COMPLIANCE

CALIFORNIA & NEVADA

Reviewed project SWPPPs, performed permit required QSP activities and monitoring. Projects included Linear Utility (transmission line) and Traditional (substation) Projects.

UNIVERSITY OF CALIFORNIA LOS ANGELES (UCLA) CONSTRUCTION GENERAL PERMIT COMPLIANCE

LOS ANGELES, CA

Prepared conceptual SWPPPs for project bid packages. Performed 3rd party oversight on behalf of the University to ensure project contractors were complying with SWPPP requirements. Performed Risk Level 2 water quality sampling for Qualifying Rain Events and subsequent SMARTS ad hoc reporting. Managed project SWPPPs for amendments, COIs, Annual Reports and NOTs.

LA DEPARTMENT OF WATER AND POWER (LADWP) CONSTRUCTION GENERAL PERMIT COMPLIANCE

LOS ANGELES, CA

Performed Permit required QSP inspection and sampling requirements of a Risk Level 2 Project. Maintained the SWPPP and Construction Site Monitoring Plan up to date.

BURBANK/GLENDALE/PASADENA AIRPORT AUTHORITY CONSTRUCTION GENERAL PERMIT COMPLIANCE

BURBANK, CA

Prepared project's Risk Level 1 SWPPP for a runway expansion project. Provided weekly routine and storm related inspections, prepared and filed project Notice of Termination.

US COAST GUARD BASE LA/LONG BEACH INDUSTRIAL GENERAL PERMIT

SAN PEDRO, CA

Provide QISP services for the Level 1 Exceedance Response Actions (ERA) and Level 2 ERAs for the Base. Authored the Facility's revised SWPPP.

LOS ANGELES WORLD AIRPORTS (LAWA) INDUSTRIAL GENERAL PERMIT

LOS ANGELES, CA

Provided industrial permit compliance technical and field support for the airport's internal compliance group. Performed monthly Dry Weather Observations, Annual Facility Inspections, spill investigation and reporting, SWPPP amendments, Annual Report preparation. Produced and provided the required Annual Training for airport and tenant facility personnel. Provided technical advice on compliance approaches.



AMY STOREY, LEED AP GIS Analyst

Amy has been working as a Geographical Information Systems (GIS) Specialist in the NV5 GIS group for the past 16 years. She provides services including geodatabase design, GIS web mapping and applications development, GIS analysis, data acquisition and conversion, project management through GIS MapBooks as well as drafting and Civil3D experience.

Project Experience

CLEVELAND NATIONAL FOREST POWER POLES REPLACEMENT PROJECT FOR CRUX SUBSURFACE/SDG&E

SAN DIEGO COUNTY, CA

Lead GIS Analyst responsible for data management for over 19 electrical segments throughout the Cleveland National Forest. Poles, access roads and workspaces were collected in the field utilizing web maps and services created through ArcGIS Server and managed on a cloud portal. Amy's tasks included setup up of ArcGIS Server, creating feature services and web maps for online and offline data collection and review, data processing of survey data, managing the data in a geodatabase, and creating MapBooks and shapefiles as needed for submittals.

MIRACOSTA COMMUNITY COLLEGE DISTRICT STUDY OF DISTRICT INFRASTRUCTURE & SURVEY OF BOUNDARIES

OCEANSIDE & ENCINITAS, CA

Lead GIS analyst for the creation and implementation of a GIS system for the district infrastructure for a three-campus college including base mapping, topography, parcels, easements, structures, and utility networks. All GIS data is hosted on a cloud-based GIS system to allow for easy access to data, photos, documents, records, etc. Tasks included design and creation of District Geodatabase, Mapping applications; conversion of all survey and base map data into the GIS; incorporation of web GIS system and linkage via the web map to the document library of over 5,000 plans into the GIS; web map development and application development; training of District staff on software and applications; and ongoing as-needed maintenance and updates to both the GIS and Document Management systems.

REGION NORTH STORMWATER BASINS AND OUTFALL IDENTIFICATION, ASSESSMENT AND ANALYSIS

NEW JERSEY

Lead GIS Analyst for the conversion of MicroStation files, and Survey GPS data into a GIS database created for an online GIS Map and web application. The base GIS data was utilized to create a web mapping application for collecting

DEPARTMENT | VERTICAL
San Diego, CA
first.last@NV5.com
702.362.9200

CERTIFICATIONS

Certificate Esri - Deploying and Managing a MultiUser Database (1/2017)

Certificate Esri - Implementing ArcGIS Online (12/2016)

Certificate GIS - Mesa College (2009)

Certificate Introduction to ArcGIS I & II - Esri Redlands Campus (2004)

URISA Leadership Academy Certificate (2007)

Certificate Floodplain Boundary Standards Training - FEMA (2007)

Certificate Mapping Information Platform Training - SP14 (2007)

EXPERIENCE

16 years

REGISTRATIONS

Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

Project Experience (Continued)

REGION NORTH STORMWATER BASINS AND OUTFALL IDENTIFICATION, ASSESSMENT AND ANALYSIS (CONTINUED)

NEW JERSEY

all basin and outfall feature information and photos using Survey 123 for ArcGIS. These surveys and online databases assisted in the qualitative and quantitative assessment of storm water basins and outfalls along Region North New Jersey highways and interstates.

This project involved obtaining and compiling assessments of New Jersey Department of Transportation (NJDOT) basins and outfalls in the Region North section of the state in order to identify maintenance requirements and remedial actions to address issues including erosion and sedimentation, which may affect downstream surface water quality.

There are approximately 400 miles of roadway, 60 stormwater management basins and 34 maintenance facilities within Region North. Work involvement includes inspections of outfalls and stormwater management basins, review of as-built plans, export and quality control of collected data via ArcGIS Pro and final deliverable submittals. UAV flights were performed as needed to establish the existence of basins and outflow structures.

SDG&E WIRELESS FAULT INDICATOR (WFI) UPGRADE AND INSTALLATION

SAN DIEGO COUNTY, CA

Lead GIS analyst. NV5 GIS and civil engineering departments are working to improve SDG&E's ability to locate faults in its distribution network, replace outdated Wi-Fi equipment and increase system reliability. Currently NV5's team supports the upgrade and installation of approximately 350 WFI locations per year, replacing Generation-1 and -2 WFI equipment with Generation-3 equipment. Amy proposed using GIS to improve the efficiency and reliability of the data collection process. After implementing an enterprise GIS web mapping application and utilizing the ArcGIS Collector App to improve field collection, NV5 was able to triple the number of field inspections in the first year and streamline the deliverable process, including value added GIS shapefiles and photos of all equipment and attributes.

PORT AUTHORITY OF NEW YORK AND NEW JERSEY IDLEWILD PARK TREE SURVEY AND ANALYSIS AT JFK INTERNATIONAL AIRPORT

The Central Survey Group of the Port Authority of New York and New Jersey (Port) engaged the New Jersey office of NV5 to conduct a tree survey of the Idlewild Park. The park has deep succession growth of mostly invasive trees that are penetrating the final approach plane of two runways.

The Port required survey-grade location of all trees along with their height above ground. Additionally, the Port faced strong community involvement that desired to keep as many trees as possible. Therefore, the Port planned for regular assessment and pruning of the trees.

Given the excessive overgrowth and foliage of the site, our crews located trees over two winters. Our crews, along with a certified arborist, surveyed over 3,500 trees. Our office staff processed the data and imported into Civil3D. In coordination with the Port, we recreated the FAA mandated final approach plane using a DTM. This allowed NV5 to calculate the threshold elevation for every tree into restricted airspace.

NV5 developed a two-prong approach that would allow the Port to work with community groups on tree removal. An excel table showed all trees and their information. Included was the threshold elevation and other values to help determine whether to prune or remove the tree.

Additionally, NV5 created an interactive GIS that showed the same tree information. It was available through a web portal so that the community could visually see the tree affected and the approach plane.

SDG&E FIRE RISK MITIGATION PROGRAM

SAN DIEGO COUNTY, CA

The Fire Risk Mitigation (FiRM) program was created to provide safe and reliable energy throughout fire-threat zones in San Diego County. SDG&E is proactively addressing fire risk by hardening critical service areas that are most vulnerable to wildfires. Amy is the Lead GIS Analyst for NV5, providing field support by designing, maintaining, and supporting a standard schema to be used in the geodatabase, and creating web mapping applications for project data management. The project schema is used for all segments that fall under the FiRM project umbrella. ArcGIS Collector has proved instrumental for field personnel to verify existing conditions and collect new data, while offering an efficient application to remotely share real-time data. All data collected in the field is stored on AWS and administered through NV5's Web Services, which is accessible to project managers and team.

SDG&E ON-CALL GIS SERVICES

SAN DIEGO & IMPERIAL COUNTY, CA

Lead GIS Analyst for the conversion of survey data along the proposed Sunrise Powerlink Project in San Diego and Imperial Counties to be uploaded into the clients internal SDE Geodatabase. The project included conversion of AutoCAD layers to GIS shape file Format using ArcInfo 9.3 conversion tools, population of all required attribute fields in the feature class tables provided by SDG&E for the features were populated utilizing easement documentation, record of survey drawings, and preliminary surveys for the Sunrise Powerlink project study area.

NV5 also created a Polygon layer of all Parcel Ownership Boundary changes. This layer reflects any changes to the current land ownership layer and includes attribute information to show the source of the change and level of accuracy to ensure uploads into the SDG&E land base cadastral fabric would be weighted appropriately. Coordinated with other contractors and SDG&E to create standards for the GIS deliverables to ensure seamless GIS data for the entire project area.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY (SDCRAA) GIS PROPERTY MAP UPDATE

SAN DIEGO, ST

Lead GIS Analyst providing a GIS conversion of the Property Map containing base map data, aerial survey information, parcel and easement boundary and information obtained throughout this project, the terminal floor plans, County data and the Orthorectified photos. The deliverables included shape files for all Parcel, Lease Plat, Easements and Breakouts of the parcels for each floor of each terminal, an ArcReader map document, which is viewable with ESRI's ArcReader software or ArcMap, Map Templates for easy creation and plotting of concessions maps, a data-dictionary of all features and their attributes, and .pdf documents of all supporting drawings and documents linked in to the features in the Property Map.

All attribute information for the easements, interior lease plats and exterior lease plats were updated and maintained in Microsoft excel for ease of data entry and updating by the appropriate SDCRAA staff. The tables were then joined to the corresponding shape file of the features for detailed information of each feature.

Hyperlinks to all documentation of features including current and preliminary lease plats, easement documentation and ALP parcel documentation were stored in the shape files attribute table for one touch viewing and printing of documentation for each feature.

All data was created and stored in an ArcGIS 9.1 file geodatabase which could easily be updated and converted to an SDE enterprise database for migration into web-based applications.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) DIGITAL FLOOD INSURANCE RATE MAPS (DFIRM) AND APPROXIMATE LEVEE ANALYSIS

NORTHERN CALIFORNIA

GIS manager for conversion of all paper Flood Insurance Rate Maps (FIRM) for 20 Northern California Counties. Tasks include meeting with communities to discuss project objectives, collection of available data, coordination with FEMA and other study contractors, coordinate staffing for workload, and supervising the QA/QC of the final product. In addition to the conversion, approximate levee analyses were completed to determine which levees have a valid certification and fail those that did not. Once the behind levee analyses were complete, the resultant floodplain boundaries were captured in a digital format and incorporated into the newly converted DFIRM.

FEMA OUTREACH MAPPING

NORTHERN CALIFORNIA

Lead GIS Analyst for creation of outreach mapping used to inform and educate communities of new and proposed floodplain boundaries resultant from levee analyses and updated topographic information incorporated into DFIRMs. Tasks include cartographic creation of community maps and validation of new flood boundaries. Also coordinated efforts and communications between FEMA, appropriate contractors, and communities to ensure all data provided on the outreach maps were accurate.

FEMA DFIRM CONVERSIONS

SAN FRANCISCO COUNTY, CA

Creating Digital Flood Insurance Rate Maps for San Francisco County in a Geodatabase format using approximate Study output data for flood boundaries and coastal transect locations and most accurate base map data available. Process involved creating and maintaining geodatabase as specified in FEMA's Guidelines and Specifications to be used as deliverable for all DFIRM data, as well as creating all new DFIRM panels. Also created index maps and metadata for the County wide format DFIRM.

FEMA SAN FRANCISCO BAY COASTAL STUDY

SAN FRANCISCO, CA

GIS Specialist. Attended community coordination meetings in San Francisco Bay area to make contacts and obtain data from communities in study area; researched and contacted organizations with potential data sets pertinent to Coastal Study; using GPS equipment, captured culverts, bridges, etc. in areas not visible in aerial photos. Coordinated with Danish Hydraulic Institute to use coastal model outputs to create the DFIRM database and floodplain mapping for the City and County of San Francisco.

FEMA PROCESS AND GUIDELINES ADMINISTRATOR - COMMUNITY GUIDEBOOK

CALIFORNIA

Created a guidebook which is now a FEMA standard for all communities in Region IX involved in a DFIRM Conversion. Guidebook includes project description, expectations, and data specifications, and all forms and information needed for communities to participate in project; lead in keeping NV5 GIS team up to date on FEMA's Guidelines and Specifications, as well as implementing Flood Hazard Boundary Standards and incorporating new Memorandums issued by FEMA project manager, FEMA DFIRM Conversions.

Attachment 2 - Proof of Certifications & Registrations

**BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND
GEOLOGISTS**

LICENSING DETAILS FOR: 67821

NAME: PETERSON, JENNIFER MICHELLE

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

2448 N SUMMIT CIRCLE GLEN
ESCONDIDO CA 92026
SAN DIEGO COUNTY

ISSUANCE DATE

JANUARY 21, 2005

EXPIRATION DATE

JUNE 30, 2021

CURRENT DATE / TIME

OCTOBER 6, 2019
9:23:00 PM

CERTIFICATE OF QUALIFICATION

CALIFORNIA INDUSTRIAL GENERAL PERMIT

QUALIFIED INDUSTRIAL STORMWATER PRACTITIONER (QISP)

Michelle Hallack

Aug 20, 2018 - Aug 20, 2020

Certificate # 00900



**California Stormwater Quality Association and
California Industrial General Permit Training Team**

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

This Is To Certify That Pursuant
To The Provisions of Chapter 7, Division 3 of the Business and Professions Code

Michelle Hallack Alegria

IS DULY CERTIFIED AS AN

ENGINEER-IN-TRAINING

In The State of California, and Is Entitled To All the Rights and
Privileges Conferred In Said Code

WITNESS OUR HAND AND SEAL

Certificate No. EE 165500

This 1st day of March, 2018, at Sacramento, California.

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BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS



Richard B. Moore, P.L.S. – Executive Officer



Eric C. Johnson, P.E. – Board President

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Public Lookup

00405

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QISP Search Results

Name	Address	Certificate Number	Expire Date	Status
Lopez, Adrian	3777 Long Beach Blvd Annex Building Long Beach, CA 90807 adrianlopez9@gmail.com Map It	00405	Sep 21, 2020	Active

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CERTIFICATE OF QUALIFICATION

CALIFORNIA CONSTRUCTION GENERAL PERMIT

TRAINER OF RECORD FOR QSD AND QSP TRAINING COURSE

Matthew Renaud

October 1, 2017 – September 30, 2019



California Stormwater Quality Association and
California Construction General Permit Training Team

CERTIFICATE OF QUALIFICATION

CALIFORNIA INDUSTRIAL GENERAL PERMIT

QUALIFIED INDUSTRIAL STORMWATER PRACTITIONER (QISP)

Matt Renaud

Dec 17, 2018 - Dec 17, 2020

Certificate # 00527



**California Stormwater Quality Association and
California Industrial General Permit Training Team**

The CPESC® Application Review Committee
certifies that

Matthew M. Renaud

Subscribes to the Code of Conduct and Ethics and has met the requirements
established by the CPESC Council as a

Certified Professional in Erosion and Sediment Control™

An EnviroCert International, Inc. Program

Certification Number: 6156

Certification Date: December 14, 2010

Donald W. Lake Jr.
Chair, CPESC Council

Lynn Burleson
CPESC Program Manager



The CPESC Program was established in 1982.



The CESSWI™ Application Review Committee
certifies that



Matthew Marc Renaud

Subscribes to the Code of Conduct and Ethics and has met the requirements
established by the CESSWI Council as a

**Certified Erosion, Sediment and
Storm Water Inspector™**

An EnviroCert International, Inc. Program

Certification Number: 2487

Certification Date: December 19, 2011

Travis M. Nault
Chair, CESSWI Council

Wanda Conway
CESSWI Program Manager



The CESSWI Program was established in 2007.

CERTIFICATE OF QUALIFICATION

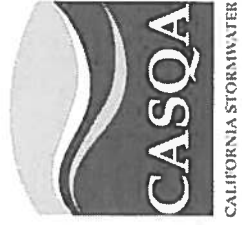
CALIFORNIA INDUSTRIAL GENERAL PERMIT

QUALIFIED INDUSTRIAL STORMWATER PRACTITIONER (QISP)

Garth Engelhorn

Apr 05, 2018 - Jun 30, 2020

Certificate # 00140



**California Stormwater Quality Association and
California Industrial General Permit Training Team**



The CPSWQ® Application Review Committee
certifies that



Garth Richard Engelhorn

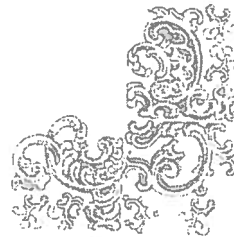
Subscribes to the Code of Conduct and Ethics and has met the requirements
established by the CPSWQ Council as a

**Certified Professional in Storm
Water Quality™**

A Division of EnviroCert International, Inc.

Certification Number: 0953

Certification Date: September 13, 2013



Alvin J. Black

Chair, CPSWQ Council

Charles R. Wilson Jr.

Program Director



The CPSWQ Program was established in 1995.

**BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND
GEOLOGISTS**

LICENSING DETAILS FOR: 80930

NAME: MCMILLEN, JACQUELINE MARIE

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR
ADDRESS

711 30TH ST

HERMOSA BEACH CA 90254

LOS ANGELES COUNTY

ISSUANCE DATE

DECEMBER 21, 2012

EXPIRATION DATE

MARCH 31, 2021

CURRENT DATE / TIME

OCTOBER 6, 2019

9:20:53 PM

**BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS**



This Is To Certify That Pursuant
To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

Jacqueline Marie McMillen

IS DULY LICENSED AS A
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING

In The State of California and Is Entitled To All The Rights and
Privileges Conferred In Said Code



WITNESS OUR HAND AND SEAL

Certificate No C 80930

This 24th day of December, 2012, at Sacramento, California.

**BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS**

[Signature]

Executive Officer

[Signature]

President

CERTIFICATE OF TRAINING

CALIFORNIA CONSTRUCTION GENERAL PERMIT

QUALIFIED SWPPP DEVELOPER (QSD)
AND
QUALIFIED SWPPP PRACTITIONER (QSP)

David Renfrew

Jan 13, 2018 - Feb 02, 2020

Certificate # 20993



California Stormwater Quality Association and
California Construction General Permit Training Team

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CASQA QISP Lookup

Public Lookup

renfrew

☐**OR** Zip code and distance+ 10 miles ▼ [Report an issue with a QISP to the State Water Board.](#)

1 records

QISP Search Results

Name	Address	Certificate Number	Expire Date	Status
Renfrew, David	1155 Sportfisher Way Ste. 202 Oceanside, CA 92054 David.Renfrew@altaenviron.com Map It	00097	Jun 30, 2021	Active

[0 Items](#)[Home](#)[Operator Training](#)[Research](#)

CERTIFICATE OF QUALIFICATION

CALIFORNIA INDUSTRIAL GENERAL PERMIT

TRAINER OF RECORD FOR QISP TRAINING COURSE

David Renfrew

July 1, 2019 – June 30, 2021

QISP ID #00097



California Stormwater Quality Association and
California Industrial General Permit Training Team

Established by the CPE

ertified Profe
Storm Water

Project Management Institute

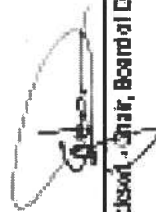
THIS IS TO CERTIFY THAT

David Renfrew

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE
IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND
RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)[®]

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE



Mark Dickson - Chair, Board of Directors

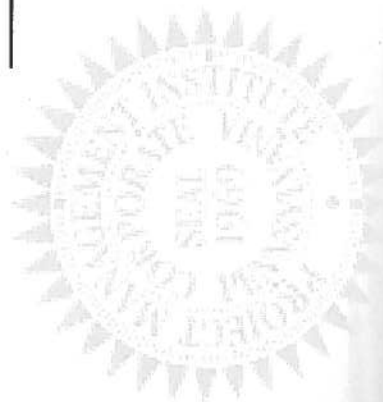


Mark A. Langley - President and Chief Executive Officer

PMP[®] Number: 1701435

PMP[®] Original Exam Date: 31 March 2014

PMP[®] Expiration Date: 30 March 2020



Attachment 3 - Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Oppen & Co. 2, Inc. VOCO 2 Insurance & Risk Control Services P.O. Box 793 Teton Village WY 83025		CONTACT NAME: Brenda Todd PHONE (A/C, No, Ext): 800-746-0048 E-MAIL ADDRESS: service@vanoppenco2.com FAX (A/C, No):	
INSURED Alta Environmental, L.P. 3777 Long Beach Blvd. Annex Building Long Beach CA 90807		INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty INSURER B: RLI Insurance Company INSURER C: Ohio Security Insurance Co. INSURER D: INSURER E: INSURER F:	
ALTAE-2		NAIC # 44520 13056 24082	

COVERAGES**CERTIFICATE NUMBER:** 965245262**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CPL(Pollution) GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	EPK-124908	11/19/2018	11/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	Y	PSA0002637	11/19/2018	11/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$	Y	Y	EFX-111789	11/19/2018	11/19/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 XS GL/CPL/E&O/AL/EL \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		Y	XWS56394819	11/19/2018	11/19/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability "Claims Made"/\$25K per claim Ded Subject to GL Aggregate			EPK-124908	11/19/2018	11/19/2019	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Information Only

CERTIFICATE HOLDER**CANCELLATION**

General Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CRUM & FORSTER®
A FAIRFAX COMPANY

CRUM & FORSTER SPECIALTY INSURANCE COMPANY

305 Madison Avenue, Morristown NJ 07962

ENVIRONMENTAL POLICY DECLARATIONS

POLICY NUMBER: EPK-124908	RENEWAL OF: New	DATE ISSUED: 11/13/2018
-------------------------------------	---------------------------	-----------------------------------

Item 1.	NAMED INSURED & ADDRESS: Alta Environmental, LP 3777 Long Beach Boulevard Long Beach, CA 90807	PRODUCER NAME & ADDRESS: Boston Insurance Brokerage, Inc. 28 State Street, Suite 2202 Boston, MA 02109
	FORM OF BUSINESS: Limited Partnership	PRODUCER CODE: 82492
Item 2.	POLICY PERIOD:	11/19/2018 to 11/19/2019
	12:01 a.m. Standard Time at the Named Insured's address stated above.	
Item 3.	LIMITS OF INSURANCE:	
	General Aggregate Limit (Other than Products/Completed Operations):	\$2,000,000
	Products/Completed Operations Aggregate Limit:	\$2,000,000
	Personal & Advertising Injury Limit:	\$1,000,000
	Commercial General Liability Each Occurrence Limit:	\$1,000,000
	Damage To Premises Rented To You Limit:	\$100,000
	Medical Expense Limit:	\$10,000
	Contractor's Pollution Liability Each Pollution Condition Limit:	\$1,000,000
	Errors & Omissions Liability Each Wrongful Act Limit:	\$1,000,000
Item 4.	DEDUCTIBLE/SELF-INSURED RETENTION: See Deductible Schedule Endorsement EN0009	
Item 5.	RETROACTIVE DATES:	
	Errors & Omissions Liability	See EN0137A
Item 6.	PREMIUM:	
	Policy Premium:	
	TRIPRA Premium:	Excluded
	Total Policy Premium:	
	Minimum Earned Premium:	25%
	Minimum Policy Premium:	100%
Item 7.	AUDIT PERIOD: Not Subject to Audit	Basis: Gross Revenue: Rate: Flat
Item 8.	FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY: See Form EN0002 - Schedule Of Forms And Endorsements	

THESE DECLARATIONS, TOGETHER WITH POLICY JACKET, FORMS, SCHEDULES AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF AND IN COMPLETION OF THE ABOVE NUMBERED POLICY.

This insurance is issued pursuant to the CA Insurance Code, Sections 1760 through 1780, and is placed in an insurer or Insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

Countersigned By:

Schedule of Forms and Endorsements

Form No.	Form Title
EN0001	Environmental Package Policy Declarations
EN0002	Schedule of Forms and Endorsements
CS07001	Signature Page
EN0004	Claims Reporting
EN0005	Service of Process Clause
EN0007	Certified Acts of Terrorism and Other Acts of Terrorism Exclusion
EN0009	Deductible Schedule Endorsement
EN0010	Minimum Premium and Minimum Retained Premium
EN0011	Privacy Notice
EN0020	Common Provisions
EN0021	Commercial General Liability Occurrence Coverage Part
EN0023	Contractors Pollution Liability Occurrence Coverage Part
EN0025	Errors and Omissions Liability Coverage Part
EN0050	Policyholder Notice - Emergency Response Hotline
EN0052	Notice of Loss
EN0101	Aggregate Limits of Insurance Per Location
EN0106	Low Level Radioactive/Mixed Waste Coverage
EN0107	Punitive Damages Where Allowable by Law
EN0109	Amended Waiver of Transfer of Rights of Recovery Against Others To Us
EN0111	Additional Insured – Owners, Lessees Or Contractors
EN0112	Additional Insured – Designated Person Or Organization
EN0113	Additional Insured – Lessor of Leased Equipment
EN0119	Primary and Non-Contributory AI – Owners, Lessees or Contractors
EN0121	Claim Exclusion
EN0134	Cancellation by Us
EN0136	Notice of Cancellation – Certificate Holder(s)
EN0145	Additional Insured - State, Governmental, Political Subd - Permits or Authorizations
EN0146	Additional Insured - Managers or Lessors of Premises
EN0161	Emergency Environmental Response Costs Endorsement
EN0166	Named Insured Endorsement
EN0301	Aggregate Limits of Insurance Per Project
EN0302	Employee Benefits Liability Coverage
EN0305	Amended Waiver of Transfer of Rights Of Recovery Against Others To Us
EN0320	Additional Insured – Owners, Lessees Or Contractors – Completed Operations
EN0325	Contractual Liability – Railroads
EN0342	Total Pollution Exclusion with Hostile Fire Exception
EN0346	Amendment to Damage to Your Work Exclusion
EN0404	Limited Defense Expenses Outside the Limits of Insurance (CPL)
EN0405	Transportation Pollution Liability Blanket Endorsement
EN0412	Mold Definition Giveback
EN0418	Regulated Non-Owned Disposal Site Coverage -Claims Made

Schedule of Forms and Endorsements

EN0420	Natural Resource Damages Endorsement
EN0421	Bodily Injury Amendment
EN0503	Limited Defense Expense Outside the Limits of Insurance (E&O)
EN0510	Mitigation Expense Endorsement
EN0137A	Split Retroactive Dates Endorsement
IL P 001 01 04	U.S Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. **Section III – Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED –
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to:

- a. Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s); and
- b. When you and the person(s) or organization(s) shown in the Schedule have agreed in writing in a lease, contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy.

A person's or organization's status as an additional insured under this Endorsement ends when their lease, contract or agreement with you ends.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of your ongoing operations or "your work" performed under a written contract with that person(s) or organization(s) and included in the "products-completed operations hazard".

However, this waiver shall not apply to "damages" resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

RLIPack® BUSINESS AUTO DECLARATIONS

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
(309) 692-1000

Van Oppen & Co 2, Inc
P.O. Box 793
Teton Village, WY 83025

ITEM ONE

Named Insured: Alta Environmental L.P.

Mailing Address:

3777 Long Beach Blvd, Annex Building, Long Beach, CA 90807

Policy Period

From: 11-19-2018

To: 11-19-2019

At 12:01 A.M. Standard Time at your mailing address.

Previous Policy Number:

Form Of Business:

☒
☐

Corporation

Partnership

☐
☐

Limited Liability Company

Other:

☐

Individual

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Premium shown is payable at inception:

Audit Period (If Applicable):

☐

Annually

☐

Semiannually

☐

Quarterly

☐

Monthly

Endorsements Attached To This Policy

See Applicable Forms and Endorsements, RIL-2150

Countersignature Of Authorized Representative

Name:

Title:

Signature:

Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APPLICABLE FORMS & ENDORSEMENTS

FORMS AND ENDORSEMENTS LISTED BELOW APPLY TO AND ARE MADE PART OF THIS POLICY AT TIME OF ISSUE.

Form Number	Form Title
CA0001 10 13	BUSINESS AUTO COVERAGE FORM
PPA300 03 13	RLIPACK BUSINESS AUTO ENHANCEMENT
CA0143 05 17	CALIFORNIA CHANGES
CA0424 10 13	CALIFORNIA AUTO MEDICAL PAYMENTS COVERAGE
CA2154 11 16	CALIFORNIA UNINSURED MOTORISTS COVERAGE - BODILY INJURY
IL0270 09 12	CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL
IL0003 09 08	CALCULATION OF PREMIUM
IL0017 11 98	COMMON POLICY CONDITIONS
IL0021 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
ILF0001C 04 16	SIGNATURE PAGE

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered "auto" we will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto";

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto", provided:
 - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered "auto";
 - (2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonable repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.:**

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.:**

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. "Insured contact" is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
- CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement is \$ 250

Schedule**Person or Organization**

See Job Description

Job Description

Where required by contract or written agreement
prior to loss and allowed by law

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Endorsement No. 0009

Policy Effective 11/19/2018

Premium

State

Policy No. XWS (19) 56 39 48 19

Insured ALTA ENVIRONMENTAL LP

Insurance Company Ohio Security Insurance Company 19291

Countersigned by _____

WC 99 06 79

(Ed. 01-13)



ASSUMPTIONS:

- a. Duration of meetings will be two hours per meeting.
- b. Staff training sessions will last two hours per session.
- c. Proposed cost for Task 3 includes up to 24 hours of consultant time during each fiscal year for development of outreach materials. Level of effort will vary based on the nature of the materials requested by the City (e.g. mailers, posters, webmaps, etc.)
- d. It is our understanding that the City of Maywood has not yet completed initial facility inspections. Task 4 cost assumes that all 85 facilities will be inspected once prior to June 30, 2020. Additionally, it is assumed that all facilities will be inspected again between July 1, 2020 and June 30, 2021 based on the anticipated start of the next Permit term. Budgeted hours assume 15% of industrial/commercial facilities will require follow-up to address deficiencies and 5% will require enforcement actions.
- e. Task 6 cost assumes completion of two LID project reviews (initial and 2nd check) for up to four projects, each less than five acres, during each fiscal year. Larger projects will be reviewed on a negotiated time and materials basis.
- f. Task 7 includes up to four inspections, one day each month, for up to 12 days per calendar year. Additional time has been estimated for preparation of inspection forms and completing Permit required inspection documentation.
- g. Proposed cost for Task 10 includes the first 16 person hours of routine investigation/elimination services during each calendar year per the RFP.
- h. Task 12 assumes that each FSE will be inspected once per fiscal year.
- i. Budget amounts include estimated mileage charges at \$0.58/mile when facility inspections or other on-site presence is required.

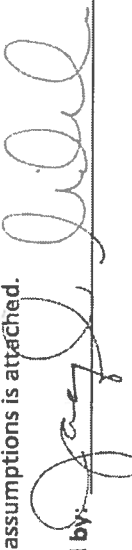
HOURS/FEE SCHEDULE



Please provide the following from your proposal:

December 2019 - June 2020 ¹					July 2020 - June 2021 ¹				
	Project Manager Hours	Inspector Hours	Others Hours	Budget Amount	Project Manager Hours	Inspector Hours	Others Hours	Budget Amount	
Task 1: Meetings	8	8	4	\$ 2,980	14	16	5	\$ 5,050	
Task 2: Staff Training	16	20	-	\$ 4,790	12	10	-	\$ 3,020	
Task 3: Public Information	4	8	12	\$ 3,300	4	8	12	\$ 3,300	
Task 4: I/C Facilities Program	-	191	-	\$ 22,600	-	191	-	\$ 22,600	
Task 5: Public Facility Inventory	8	4	-	\$ 1,580	4	4	-	\$ 1,040	
Task 6: Redevelopment Planning	32	-	-	\$ 4,800	32	-	-	\$ 4,800	
Task 7: Redevelopment Construction Inspections	-	48	-	\$ 5,500	-	48	-	\$ 5,500	
Task 8: Post-Construction BMP Inspections	30	-	8	\$ 5,640	-	24	4	\$ 3,600	
Task 9: Public Activity Management	-	56	-	\$ 7,130	-	96	-	\$ 12,235	
Task 10: I/C Investigation and Elimination	-	16	-	\$ 2,000	-	16	-	\$ 2,000	
Task 11: Annual Report	32	24	-	\$ 7,440	32	24	-	\$ 7,440	
Task 12: FOG Management and Implementation	-	81	-	\$ 9,100	-	81	-	\$ 9,100	

1. A list of assumptions is attached.

Submitted by:  Date: 10/30/2019

Print Name and Title: Jacqueline McMillen, PE, QISP, Senior Project Manager, Alta | NV5.



AGENDA 7
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 11, 2019
TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL
FROM: JENNIFER E. VASQUEZ, CITY MANAGER *Jm*
BY: ROXANNE DIAZ, CITY ATTORNEY
RE: CONSIDERATION OF A CLAIM FILED BY BARRY FISCHER-C
HEAVEN INC.

RECOMMENDATION

Staff recommends that the City Council reject the claim filed by Barry Fischer on behalf of C Heaven Inc.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

LEGAL REVIEW

The City Attorney has drafted this report.

BACKGROUND

A claim was filed with the City by Barry Fischer on behalf of C Heaven Inc., a commercial cannabis business for money damages.

DISCUSSION

A claim was filed with the City by Barry Fischer on behalf of C Heaven Inc., a commercial cannabis business. Mr. Fischer filed an incomplete application for a commercial cannabis regulatory license. Due to the adoption of Ordinance 19-03 prohibiting cannabis uses in the City, the City was unable to continue processing his application.

As recommended by the City's third-party claims administrator George Hills, Staff is recommending the City Council deny the claim. A copy of the claim is on file with the City Clerk and is available for public inspection.

ATTACHMENT(S)

None



AGENDA 8
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 11, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

BY: ROXANNE DIAZ, CITY ATTORNEY

RE: RESOLUTION DELEGATING TO THE CITY MANAGER AUTHORITY
TO HANDLE TORT LIABILITY CLAIMS RESPONSIBILITIES
PURSUANT TO GOVERNMENT CODE SECTION 935.4

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution delegating to the City Manager authority to handle tort liability claims responsibilities pursuant to Government Code Section 935.4.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of the Resolution.

LEGAL REVIEW

The City Attorney has drafted this report.

BACKGROUND

The proposed Resolution will delegate authority to the City Manager to handle the administrative functions related to tort liability claims filed with the City.

DISCUSSION

In California, before a person may sue a public entity for money damages, a claim which meets the requirements of the California Tort Claims Act (California Government Code Section 810-996.6) must be filed with the public entity. Except in certain limited circumstances, no lawsuit for money damages may be brought against a governmental entity unless a written claim has been properly filed within the time-frame established by law.

The City contracts with George Hills, a third-party claims administrator, who reviews claims submitted to the City and makes a recommendation to the City regarding the acceptance or denial of each claim. The City relies upon the expertise of the third-party claims administrator and typically follows their recommendation.

Once the city is in actual receipt of a government claim, the onus is now on the city to either accept the claim or reject the claim. Pursuant to Government Code Section 912.4, the City Council has 45 days to accept or deny the claim. If notice of rejection is given, a lawsuit must be filed within six months of the date of service of the rejection notice.

We understand that the City has traditionally presented all claims to the City Council for denial or acceptance. This process requires that a staff report be drafted for every claim and be placed on a City Council agenda for review. Government Code Section 935.4, however, allows the City Council to delegate those functions to an employee, generally the City Manager. This is common practice for most cities. Delegation of these duties makes the claims process more efficient.

Accordingly, the proposed Resolution will delegate the administrative functions of handling claims to the City Manager that would otherwise be performed by the City Council. This includes but is not limited to the authority to reject claims, return claims as insufficient or untimely or to otherwise make determinations concerning the form of claims, the presentation of late claims, and to provide any notices authorized under those statutes on behalf of the City.

The City Manager already works with the City's third party claims administrator in handling these functions after a claim is sent to the City Council for acceptance or rejection.

ATTACHMENT(S)

Attachment No. 1 – Resolution

ATTACHMENT NO. 1

RESOLUTION NO. 6083

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD
DELEGATING TO THE CITY MANAGER AUTHORITY TO HANDLE
TORT LIABILITY CLAIMS RESPONSIBILITIES PURSUANT TO
GOVERNMENT CODE SECTION 935.4**

WHEREAS, Section 935.4 of the Government Code of the State of California provides that a local public entity may authorize an employee of the local public entity to resolve a claim against the local public entity;

WHEREAS, the State Legislature has enacted Part 3 (commencing with Section 900) and Part 4 (commencing with Section 940) of Division 3.6 of Title 1 of the Government Code ("Claims Act") imposes certain duties upon the City Council relating to claims for money or damages which are presented to the City ("claims administrative functions");

WHEREAS, Government Code Section 935.4 authorizes the City Council by resolution to delegate authority to an employee of the local public entity to perform the claims administrative functions as set forth in the Claims Act;

WHEREAS, the City Council hereby desires to delegate such authority under the Claims Act as set forth in this Resolution;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD
DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:**

Section 1. The above recitals are true and correct and are incorporated herein.

Section 2. Pursuant to Government Code Section 935.4, the City Council hereby authorizes the City Manager to perform those claims administrative functions as set forth in the Claims Act that are otherwise required to be performed by the City Council, such as but not limited to, authority to reject, return as insufficient, or return as untimely any claims against the City, or to otherwise make determinations concerning the form of claims, the sufficiency of claims presented, and the presentation of late claims, and to provide any notices authorized under those statutes on behalf of the City.

Section 3. Nothing herein shall prevent the City Council from reviewing, considering or acting upon any claim or litigation matter in its sole and absolute discretion.

Section 4. This Resolution shall be effective immediately upon its passage and approval.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 11th day of December, 2019.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6083 was adopted at a regular meeting of the City Council of the City of Maywood held on the 11th day of December, 2019 by the following vote:

AYES: MARQUEZ, LARA, DE LA RIVA

NOES: MEDINA, ALVAREZ

ABSTAIN:

ABSENT:


Gerardo Mayagoitia, City Clerk



CITY COUNCIL STAFF REPORT

DATE: DECEMBER 11, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

RE: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN COUNTY OF LOS ANGELES AND CITY OF MAYWOOD FOR LEAD-BASED PAINT HAZARD MITIGATION PROGRAM MANAGEMENT SERVICES

RECOMMENDATION

Staff recommends that the City Council approve the MOU for lead-based paint hazard mitigation program management services between the County of Los Angeles and the City.

FISCAL IMPACT

The lead-based paint hazard mitigation program services is fully funded by Exide funding and the Los Angeles Community Development Authority (LACDA). This includes any costs associated with plan checks and inspections that are required by the City.

The City will not be compensated for work described in the MOU.

LEGAL REVIEW

City Attorney has reviewed this report.

BACKGROUND

As part of a settlement of a lawsuit related to the 2015 Aliso Canyon natural gas

leak, Southern California Gas Company will make various payments to the County of Los Angeles. One of those payments is for the mitigation of lead-based paint hazards from the interior and exterior of residential structures in the communities surrounding the now closed Exide Technologies, Inc. lead-acid battery recycling facility (Facility) located in the City of Vernon.

Currently, the Department of Toxic Substance Control (DTSC) is conducting lead-contaminated soil removal from properties in the surrounding communities. Those that participated and/or are participating in this program will be contacted to ensure their properties are targeted for enrollment in the lead-based mitigation program after the completion of the soil removal and mitigation activities conducted by DTSC.

The County has also received approximately \$134 million in funds from a settlement with lead-paint manufacturers to be used for the remediation of lead paint hazards in the interior of residential buildings that test positive for lead contamination. This Countywide Program will provide lead-paint mitigation services to residential buildings in cities and unincorporated areas of Los Angeles County. The program will prioritize targeted communities that are overburdened with environmental hazards where there is a large pre-1951 housing stock, high prevalence of low-income families, and a significant population of young children.

DISCUSSION

The purpose of this MOU is to detail the agreement between the County, by and through the LACDA, and the City for the provision of lead-based paint hazard mitigation program services for the homes affected by the Exide Technologies battery recycling plant located in the City of Vernon (Exide Area Program), which includes the City of Maywood. This program will target homes where the soil has been cleaned by DTSC.

Through a Countywide lead remediation program, this MOU also authorizes the provision of lead-based paint hazard mitigation program services for the other homes within the City boundaries in which the presence of lead-paint hazards are identified. These programs are collectively known as the County of Los Angeles Lead-Paint Safe Program.

The activities to be performed as part of this MOU will include outreach to ensure enrollment of residential properties into the program and testing and mitigation, as required, of any lead-based paint hazards. Both single- and multi-family residential units may be provided with mitigation services. The residential units will be identified through the enrollment and lead assessment process. In addition, individuals and families will be temporarily relocated and will receive advisory and support services and compensation for all eligible out-of-pocket temporary relocation expenses while the mitigation activities are underway. Through the partnership established with the City through this MOU, the County

will be responsible for program administration, implementation, oversight and administration of consultant and construction contracting services, as needed, and final inspections/clearances of mitigated properties. This MOU authorizes the County by and through the LACDA acting as its agent to administer, manage, facilitate, and implement the Lead-Paint Safe Program within the City's boundaries.

ATTACHMENTS

- 1) MOU for lead-based paint hazard mitigation program management services between the County of Los Angeles and the City.

ATTACHMENT NO. 1

**MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF MAYWOOD**

**FOR LEAD-BASED PAINT HAZARD MITIGATION PROGRAM MANAGEMENT SERVICES
LEAD-PAINT SAFE PROGRAM**

This Memorandum of Understanding (MOU) is being entered this ____ of December, 2019, by and between the County of Los Angeles (County), by and through the Los Angeles County Development Authority (LACDA) acting as its agent and the City of Maywood (City).

I. PURPOSE

The purpose of this MOU is to detail the agreement between the County, by and through the LACDA, and the City for the provision of lead-based paint hazard mitigation program services for the homes affected by the Exide Technologies battery recycling plant located in the City of Vernon (Exide Area Program), which includes the Cities of Bell, Maywood, Commerce, Huntington Park, Los Angeles, Vernon, and unincorporated areas of East Los Angeles. This program will target homes where the soil has been cleaned by California State Department of Toxic Substances Control (DTSC). County wishes to collaborate with the City in facilitating the Exide Area Program within the City's boundaries.

Through a Countywide lead remediation program, this MOU also authorizes the provision of lead-based paint hazard mitigation program services for the other homes within the City boundaries in which the presence of lead-paint hazards are identified. These programs are collectively known as the County of Los Angeles Lead-Paint Safe Program.

Program services to be undertaken by the County will include the performance or arranging for the performance of the deliverables described herein. The activities to be performed as part of this MOU will include outreach to ensure enrollment of residential properties into the program and testing and mitigation, as required, of any lead-based paint hazards. Both single- and multi-family residential units may be provided with mitigation services. The residential units will be identified through the enrollment and lead assessment process. In addition, individuals and families will be temporarily relocated and will receive advisory and support services and compensation for all eligible out-of-pocket temporary relocation expenses while the mitigation activities are underway. Through the partnership established with the City through this MOU, the County will be responsible for program administration, implementation, oversight and administration of consultant and construction contracting services, as needed, and final inspections/clearances of mitigated properties. This MOU authorizes the County by and through the LACDA acting as its agent to administer, manage, facilitate, and implement the Lead-Paint Safe Program within the City's boundaries. All references to the County shall also be applicable to the LACDA, acting as its agent.

II. BACKGROUND

As part of its settlement of a lawsuit related to the 2015 Aliso Canyon natural gas leak, Southern California Gas Company will make various payments to the County of Los Angeles. One of those payments is for the mitigation of lead-based paint hazards from the interior and exterior of

residential structures in the communities surrounding the now closed Exide Technologies, Inc. lead-acid battery recycling facility (Facility) located in the City of Vernon.

The DTSC is conducting lead-contaminated soil removal from properties in the surrounding communities. The activities performed for this program will be coordinated with DTSC to ensure properties are targeted for enrollment after the completion of the soil removal and mitigation activities conducted by DTSC.

The County has also received approximately \$134 million in funds from a settlement with lead-paint manufacturers to be used for the remediation of lead paint hazards in the interior of residential buildings that test positive for lead contamination. This Countywide Program will provide lead-paint mitigation services to residential buildings in cities and unincorporated areas of Los Angeles County. The program will prioritize targeted communities that are overburdened with environmental hazards where there is a large pre-1951 housing stock, high prevalence of low-income families, and a significant population of young children.

III. COUNTY RESPONSIBILITIES

1. County shall be responsible for the provision of lead-based paint hazard mitigation program services including program administration, implementation, oversight and administration of consultant and construction contracting services, as needed, and final inspections/clearances of mitigated properties as more further described in this Section III.
2. Solicit and acquire contractors, consultants, and any other resources required to perform any deliverables not directly provided by LACDA personnel to perform mitigation of lead-based paint hazards from the interior and exterior of eligible single-family and multifamily residential structures within City jurisdiction.
3. Coordinate outreach and enrollment activities in the impacted communities within City jurisdiction.
4. Track enrollment of specific properties, testing and results, specific hazard mitigation services performed at the location, clearances, expenditures, payments, and other data determined necessary.
5. Coordinate testing activities consistent with a plan developed and jointly approved by the County and the City.
6. Notify property owners and other parties of testing findings. Where actionable lead-based hazard mitigation is warranted, coordinate with the property owners and other parties to determine the necessary lead hazard mitigation work.
7. Conduct, through contractors or consultants, the lead-based paint hazard mitigation of any property for which permission to perform the work has been granted. Individuals and families will be temporarily relocated and receive advisory and support services and compensation for all eligible temporary relocation expenses while the mitigation activities are underway.
8. Provide for final inspection/clearance of completed work by a contractor or consultant that is independent from the lead-based paint hazard mitigation tasks.

9. Once outreach has commenced in the City's jurisdiction, provide quarterly reports on activities conducted during that time period.
10. The County shall pay for all the costs associated with the activities listed in this Section.

IV. CITY RESPONSIBILITIES

1. Authorize consent to the County, and its agent LACDA, to transact all business related to the Lead-Paint Safe Program within the City jurisdiction.
2. Cooperate to undertake and allow the County to provide lead-based paint hazard mitigation program services for the mitigation of homes in the City's jurisdiction.
3. Collaborate with the County on an outreach plan to ensure enrollment of residential properties into the Lead-Paint Safe Program.
4. Provide referrals to other available related programs that provide for enhancement of safety and functionality of living conditions, stabilization of neighborhoods, energy and cost efficiencies, and other initiatives for which the homeowner and/or landlord/tenant are eligible. Where appropriate, the City, in collaboration with the County, shall coordinate with City's departments and community partners to identify the City's related programs and assist the homeowner and/or landlord/tenant to enroll in such programs.
5. Provide expedited and priority building and safety code permitting to contractors performing mitigation services at residential properties being assisted under this program.
6. Provide direction to the County in areas relating to policy, information, and procedural requirements regarding building codes and other pertinent requirements that apply to the implementation of this program in the City's jurisdiction.

V. TERM OF MOU

The term of this MOU shall commence upon date of execution of this MOU by both the parties. The Exide funding will be available for mitigation services through June 30, 2022 and the Countywide funding will be available for up to 12-month period to be determined by LACDA, unless sooner terminated or extended, in whole or in part, as provided herein.

VI. COUNTY AND CITY MUTUAL RESPONSIBILITIES

The County and the City will share information in accordance with applicable State and federal laws and regulations and implement specific procedures as may be necessary to enable each party to perform its duties and functions as required by law and under this MOU.

VII. COMPENSATION/BUDGET

There will be no compensation to the City for work described in this MOU.

VIII. CONFIDENTIALITY

The County and City shall maintain the confidentiality of all clients' records and information, in accordance with all applicable federal, State, and local laws, regulations, ordinances, and directive

regarding confidentiality. The County and City shall inform all its officers, managers, supervisors, employees, and agents accessing the data hereunder of the confidentiality requirements of this MOU. The County and City will not disclose records or information pertaining to the properties receiving environmental review services, except as required or permitted by law. Notwithstanding, nothing in this Section prevents the City or the County from compliance with the California Public Records Act.

IX. INDEMNIFICATION

The City shall be responsible for and shall defend and hold harmless and indemnify the County of Los Angeles, its elected and appointed officials, employees and agents from all costs and claims for damages whatsoever by any third party relating to or resulting from the actions of the City arising out of or in connection with the services, work, operation or activities of the City, its agents, employees and officials, in relation to the rendition of services pursuant to this MOU.

X. TERMINATION

Either party may terminate this MOU at any time, with or without cause, upon providing at least 30 calendar days advance written notice to the other party. Any written notice of termination shall state the date that termination shall become effective.

XI. AMENDMENTS

It is mutually agreed that this MOU may be modified or amended by mutual consent, and such modification shall be in writing and effective upon the execution of a written amendment to this MOU by both parties hereto.

XII. DESIGNATION OF RESPONSIBLE PARTIES

The following persons, identified by position and title, have been designated as the responsible parties for all communications, including required notices, related to the MOU:

CITY

Jennifer Vasquez, City Manager
City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270
(323) 562-5712
Jennifer.Vasquez@cityofmaywood.org

COUNTY

Linda Jenkins, Manager
LACDA - Community & Economic Development Division-Grants Management Unit
700 W. Main Street
Alhambra, CA 91801
(626) 586-1765
Linda.Jenkins@lacdc.org

The undersigned hereby represent and acknowledge that they are duly authorized to execute this MOU on behalf of the entity for which they sign and are in agreement with all terms and conditions and hereby the MOU is being executed by the following parties as of the date set forth below.

COUNTY OF LOS ANGELES

By _____
LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
MONIQUE KING-VIEHLAND, Executive Director

Date: _____

CITY OF MAYWOOD

By _____
Eduardo De La Riva, Mayor

Date: _____

ATTEST:

City Clerk

By _____
Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

APPROVED AS TO FORM:

By _____
Roxanne Diaz, City Attorney



AGENDA 10
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 11, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *Jr*

BY: *DM* DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

RE: CONSIDERATION OF A BUDGET AMENDMENT TO PROVIDE FUNDING FOR ON-CALL LAND USE PLANNING SERVICES AND APPROVAL OF AN AGREEMENT WITH WILLDAN

RECOMMENDATION

Staff recommends that City Council consider the approval of a budget amendment to provide funding for on-call land use planning services and approve a professional services agreement with Willdan in the form approved by the City Attorney.

FISCAL IMPACT

Funds for this item were not included in the FY 2019/2020 budget; therefore, if approved, the budget will need to be increased by \$7,000 for FY 2019/2020. Funds will be appropriated from the General Fund, to account 5432 (Professional Services).

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

Willdan is a publicly traded company selling professional technical and consulting services to public and private utilities, public agencies at all levels of government,

and commercial and industrial firms. The company operates offices in more than a dozen states. Willdan has provided Engineering, Building and Safety Plan Check and Inspection, Code Enforcement, Public Works, Construction Management and Planning services to the City at various times, over the past twenty years. However, from 2017 to the present, Willdan has provided only Planning services to the City. Willdan has a current and valid professional services contract with the City that became effective on January 10, 2011 which is attached for your reference.

DISCUSSION

The Maywood Building and Planning Department has traditionally employed a full-time Planner to process applications such as Conditional Use Permits and Variances. The Department now has used other staff and contract planning services to administer the discretionary review function for the Building and Planning Department.

The services in question are on-call. The contract planner only provides assistance when there are multiple cases that cannot be adequately processed by City staff. This model has functioned adequately to provide the Planning Commission with reports and other data in a timely fashion.

ATTACHMENT(S)

1. Willdan Contract Dated 1/10/2011
2. Proposed Professional Services Agreement

ATTACHMENT NO. 1



City of Maywood

4319 East Slauson Avenue • Maywood, California 90270
Tel: (323) 562-5700 • Fax (323) 773-2806

Scanned

January 26, 2011

Mr. William Pagett
Sr. Vice President
Willdan Engineering
13191 Crossroads Parkway North, Suite 405
Industry, CA 91746-3443

RE: Professional Services Agreement

Dear Mr. Pagett:

Please find enclosed an original Professional Services Agreement between the City of Maywood and Willdan Engineering for your signature. Upon completion, please retain a copy for your company and return the original Agreement to our office.

Thank you.

Sincerely,

Grace Cabrera

Grace Cabrera
Executive Assistant

**CITY OF MAYWOOD
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 10th day of January, 2011 by and between the City of Maywood, a municipal corporation organized under the laws of the State of California with its principal place of business at 4319 East Slauson Avenue, Maywood, California 90270 ("City") and Willdan Engineering, a corporation with its principal place of business at 13191 Crossroads Parkway North, Suite 405, Industry, California 91746 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing engineering, building and safety, and planning services to public clients, is licensed in the State of California, and is familiar with the plans of City. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Consultant to render engineering, building and safety, and planning services ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering, building and safety, and planning consulting services desired by the City. The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from January 10, 2011 until terminated by either of the Parties as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause.

3.2.5 City's Representative. The City hereby designates Ms. Lilian Myers, City Manager, or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Mr. William Pagett, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and

attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City

reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations,

Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Willdan Engineering
13191 Crossroads Parkway North, Suite 405
Industry, CA 91746-3443
Attention: Mr. William Pagett, Senior Vice President

City:

City of Maywood
4319 East Slauson Avenue
Maywood, CA 90270
Attn: Ms. Lilian Myers, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents and Other Data. Within seven (7) days following suspension, abandonment or termination of this Agreement, Consultant shall provide to City all preliminary studies, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Project Documents to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. Consultant shall make such documents available to City without additional compensation other than as may be approved as a reimbursable expense.

3.5.3.2 Employment of other Consultants. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.3.3 Ownership. The documents prepared by the Consultant for this ~~Project are instruments of the Consultant's services (hereinafter referred to as "Project Documents")~~. Consultant represents and warrants that Consultant has the legal right to grant to the City the right to use any and all Project Documents, as defined below.

3.5.3.4 Indemnification. Consultant shall indemnify, defend, and hold harmless City, its officers, directors and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Project Documents (including any method, process, product, concept specified, or depicted).

The coverage of such indemnification shall include, without limitation, reasonable attorneys' fees and court costs incurred by City with regard thereto. Said indemnity is intended to apply during the period of this Agreement of Consultant's performance and shall survive the expiration or termination of this Agreement until such time as any action against City on account of any matter covered by such waiver or indemnity is barred by the applicable Statute of Limitations.

3.5.3.5 Project Documents. All presentation drawings, slides, models, and any other related documents shall become and remain the property of City, and may be used by the City for any purpose without Consultant's consent and without additional compensation to Consultant. The City shall be permitted to retain copies, including reproducible copies, of the Consultant's Project Documents, including all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. Consultant shall provide copies of the Project Documents in the number required by City. Reproduction expense shall be borne by City. All presentation and construction Drawings, Specifications and other Project Documents prepared by Consultant for this Project shall be and remain the property of City. The Project Documents shall not be used in whole or in substantial part by Consultant on other projects.

Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.3.6 Right to Use; License. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion with no additional compensation to Consultant, for the construction of all or part of this Project. Consultant also grants to City the right to use the Project Documents and the designs depicted in them without Consultant's consent, without additional compensation to Consultant, and for any purpose, including but not limited to the following:

a. On or in connection with the Project, including without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy; and

b. On other projects.

c. City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused. City shall be able to use or reuse the Project Documents for their intended purposes or to otherwise complete this Project, if necessary, without risk of liability to the City. However, any use or reuse by City of the Project Documents for other than their intended use or on any project other than this Project without employing the services of Consultant shall be at City's own risk. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project. Consultant shall be responsible and liable for its Project Documents, pursuant to the terms of this Agreement, only with respect to the condition of the Project Documents at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Project Documents made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.3.7 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City. Should Consultant refuse to provide access to any documents requested by the City pursuant to a Public Records Act request, notwithstanding the indemnification provision of this Agreement, Consultant shall bear all legal costs in responding to the Public Records Act request and shall indemnify the City, its Council, every member of the Council, employees, volunteers and assigns against any and all claims related to the Public Records Act request.

3.5.6 Indemnification.

3.5.6.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any negligent or other wrongful acts, errors or omissions of Consultant, its officials, officers,

employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. 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.

3.5.6.2 PERS Eligibility Indemnity. In the event that Consultant or any employee, agent, or subcontractor 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 subcontractors, 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 subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

3.5.6.3 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.11 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further ~~agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic~~ Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this

Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.21 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.24 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

CITY OF MAYWOOD

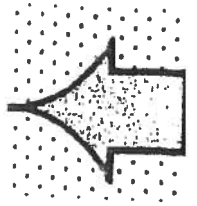
WILLDAN ENGINEERING

By:

Lillian Myers
Lillian Myers
City Manager

By:

William C. Pagett
William C. Pagett
Senior Vice President



Attest:

Patricia Beano-Jelly
City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

A. City Retainer Services

City Engineer

1. Attend meetings of the City Council, City staff, developers, contractors, and the general public when required.
2. Analyze City's needs and prepare, recommend and administer long- and short-range programs consistent with the economic capabilities of the City. Prepare annual Capital Improvement Projects, programmatic and budget components, for the City and the CDC.
3. Review and comment on planning programs and land development projects.
4. Provide general engineering consultation in connection with issues/services such as traffic congestion, street signage programs, water services, etc.
5. Recommend regulations and ordinances pertaining to engineering matters.
6. Provide technical advice to the City's personnel assigned to public works maintenance activities.
7. Advise the City regarding engineering, construction financing and grant funding opportunities available from other governmental agencies and, when directed.
8. Make recommendations pertaining to land development project control.
9. Establish working relationships and coordinate joint efforts with other public agencies and private utilities on engineering matters affecting the City.

Traffic Engineer

1. Advise and assist the City Council/Community Development Commission, City's departments, commissions and committees and provide interface with regional and State transportation agencies.
2. Assess the potential traffic impact of proposed development/redevelopment projects.
3. Prepare engineering reports to the City Council in response to requests for traffic control device installations and modifications, such as stop signs, crosswalks, traffic channelization and speed zones.
4. Advise the City regarding funding and grant opportunities available from Federal, State and regional agencies for traffic safety studies and improvements.
5. Identify, review and develop recommendations for corrective measures at locations experiencing accident rates higher than normally anticipated.

B. Public Works Permit and Inspection

1. Provide a qualified public works inspector at the Public Works office to handle public works permits and other engineering-related matters at the public counter.

2. Assist the City Building and Planning staff in the receipt and processing of public works permit applications.
3. Provide construction inspection services for permit work within the public right-of-way.

C. Development Review and Control

1. Review proposed, tentative tract and parcel maps, site plans, and other submittals for development/redevelopment projects and make pertinent recommendations.
2. Perform statutory functions of City Engineer concerning the review, check and approval of land divisions.
3. Check all improvement plans for facilities under the City's jurisdiction prepared by private developers.
4. Establish performance and labor and materials bond amounts when required and coordinate the posting of such securities within the proper time sequence.
5. Provide field inspection during construction of improvements by private developers and recommend the filing of the pertinent notices of completion and acceptance of work.
6. Provide such necessary and related functions as are normal practice of City's Engineering Office in the review of private development projects.

D. Engineering Consultant Services for Public Works Projects

1. Provide estimates for engineering and construction costs.
2. Prepare engineering plans and specifications.
3. Perform architect and engineer land surveys.
4. Recommend contractor selection and monitor public works construction:
 - a. Prepare bids and supervise bid procedures per City, State and Federal procurement requirements as applicable;
 - b. Conduct pre-construction meetings;
 - c. Prepare and administrate construction contracts; and
 - d. Conduct on-site inspections to ensure compliance with plans and specifications.
5. Maintain project records of specifications and addendums, procurement of contractors and construction monitoring. All original documents shall be kept in City Hall.
6. Resolve disputes over contracts.
7. Prepare progress and final payment reports to the City.

E. CDC (Redevelopment Agency) Engineer

1. Attend the meetings of the Maywood CDC and meetings with City staff, public officials, community leaders, private utility representatives, developers, contractors and the general public.
2. Review and comment on redevelopment programs and projects.

3. Provide general engineering consultation in connection with the business of the CDC.
4. Upon specific and separate authorization, prepare studies and plans and specifications for Agency programs and projects.

F. Building and Safety

1. Provide Building Official, building inspection, permit technician and code enforcement services.

Willdan has provided complete Building and Safety services including Building Official, Building Inspection, Permit Technician and Code enforcement to Southern California Cities since 1979 including previous service to the neighboring Cities of Bell Gardens and Cudahy.

- a. Building Official - Provide an experienced fully qualified Building Official who will also oversee all Building and Safety services to the City.
- b. Permit Issuance/Public Information Counter - Facilitate the review and conditioning of permits by all other agencies having jurisdiction in such matters relative to the implementation and enforcement of fire, health, safety, sanitation, air quality and other applicable codes.
- c. Plan Check - Review plans for compliance with all State and local codes, ordinances, rules and regulations.

Conduct simple plan checks for minor work at City Hall. Provide over-the-counter plan checks when reasonably possible based upon workload and the complexity of the project plans. Provide major plan checks at either City Hall or Willdan's office facilities. Ensure that the requirements of all other agencies having jurisdiction over projects are incorporated into the plan review and approval process.

The maximum turnaround time for plan checks is fifteen (15) working days. Average response times are: first plan check of residential construction and commercial/industrial tenant improvements within ten (10) working days of initial submittal; commercial/industrial new construction within ten (10) working days of initial submittal; and any subsequent checks within five (5) working days of re-submittal. Extremely complex projects may require additional review times. These additional review times will be approved by the City prior to performing the reviews.

- d. Inspections - Building inspections shall include all phases of construction including structural, fire and life safety, electrical, plumbing, heating and air conditioning, as well as energy conservation, handicapped access and site work. Adequate inspection services shall be provided to enforce compliance with the conditions of approval, provisions of City ordinances and the requirements set forth on the plans for which the permit was issued. Inspections shall be performed by the next working day if requested prior to 3:00 P.M., or the same day as the inspection workload allows. If inspection requests exceed the ability of one inspector to handle within the response standards set forth above, Willdan shall provide for additional inspectors so that the responsiveness does not fall below the expectations described above.

- e. Enforcement of Building and Safety Codes - The Building and Safety Division shall enforce

the building, electrical, plumbing and mechanical codes and arrange reviews by other agencies as appropriate and coordinate enforcement activities with other agencies/city divisions for related property maintenance or code violations. Suspected violations of City codes and requirements shall be reported to appropriate City departments.

- f. Records - The Building and Safety Division shall maintain all Building and Safety records and files at the Community Development Department or at such other locations as approved by the City Manager.
- g. Fees - The Building and Safety Division shall calculate and collect all necessary fees for permits and other services provided by the City and coordinate permit issuance with contractors' licensing and business license requirements.
- h. Reporting - The Building and Safety Division shall keep daily logs of permit and inspection activities and submit an itemized monthly report of all service activities to the City Manager. Reports to other agencies shall also be submitted as required by law, including development activity reports as required by the Los Angeles County Congestion Management (CMP) Program. The content and format of reports to the City shall be in a form required by the City Manager, including a computer permit issuance and data management system as provided by the City.
- i. Investigations - Conduct building investigations as directed by the City. This includes field and office research and the follow-up work such as appropriate preparation of letters or documents.
- j. General Administration - Coordinate development plan review and approvals with all other public agencies and private utilities. Attend meetings with City staff, City Council, Planning Commission, developers, contractors and the general public needed and prepare reports, procedures, regulations and ordinances in response to City needs or changes in local, County, State or Federal law. Prepare agendas, conduct investigations, and prepare reports with alternatives and recommendations for consideration by the City.
- k. NPDES - Report and follow-up on violations of the National Pollution Discharge Elimination System during their regularly scheduled work period in the City. Typical violations include but are not limited to pollutant bearing runoff water from construction sites, the dumping or spilling of oil, solvents, anti-freeze, paint or other pollutants in areas where it may enter the storm drain system, and unlawful discharge of grease and oil in open areas of restaurants.
- l. Code Enforcement - Investigate and follow up municipal code violations including initial inspection, written notice, follow up inspection, document compliance and if necessary preparation of cases for prosecution by City Attorney.

2. Building Plan Review

Willdan's past experience will allow Willdan to quickly begin providing quality building plan check services incorporating the knowledge of local conditions, City policies and procedures.

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- 1. Provide complete building, structural, energy, disabled access, and plumbing, mechanical and electrical plan check services.

2. Work with City staff to update Willdan's client referral manual and update all City policies and procedures. This will include the updating of a Willdan's "Maywood Plan Review Correction List" that will customize the document for Maywood's specific needs, code amendments, policies and procedures.
3. Log each incoming project in to our in-house plan check tracking system (PCTS) to allow for tracking and reporting the plan check status.
4. Perform an initial preliminary review for each incoming plan received to determine completeness and evaluate any unusual code or local requirements.
5. Provide a written correction list documenting the revisions for code compliance for each project review.
6. All plan reviewers are available by phone and recheck meetings are readily available at our Industry office.
7. Return project plans to the City for pickup by the applicant.

G. Planning

1. Answer questions regarding planning and zoning matters from the City Council, Planning Commission, the public, project applicants, and City staff.
 2. Distribute and explain application materials for various planning permits.
 3. Receive and process applications for land divisions, site development permits, variances, zone changes, and general plan amendments.
 4. Prepare and present staff reports on planning matters for Planning Commission/City Council consideration.
 5. Prepare agendas for Planning Commission meetings and attend all Planning Commission meetings and, as necessary, City Council meetings.
 6. Determine the level of environmental clearance required for proposed projects under the California Environmental Quality Act (CEQA) and issue Categorical Exemptions and Negative Declarations as appropriate.
 7. Coordinate and manage the preparation and processing of Environmental Impact Reports for proposed projects by outside consultants selected competitively.
 8. Coordinate code enforcement activities with the Building and Safety Department staff.
 9. Coordinate the processing of tentative and final tract maps and parcel maps with Engineering Department staff.
 10. Apprise the Planning Commission and City Council of general plan amendments and/or zone text amendments that need to be initiated in order to comply with periodic changes to State law.
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11. Perform planning office management to assure the orderly disposition of all applications, permit files, meeting minutes, and resolutions for development projects.
 12. Implement and maintain a computerized case tracking system.
 13. Monitor and report on planning and development activities in surrounding cities that could affect Maywood.
 14. Provide input to and comment on regional planning activities such as the Gateway Cities Council of Governments' Sustainable Communities Strategy and the Southern California Association of Governments' Regional Housing Needs Assessment.
 15. Ensure that State planning mandates, such as the AB 32 Climate Action Plan, are met.

EXHIBIT "B"

COMPENSATION

City Engineer - For all regular city engineering services not involving special studies and engineering for capital improvement projects, the compensation shall be a retainer fee of \$1,920 per month. Retainer work will include meetings with the City Council, City Staff, Developers, Utility Companies, Caltrans, and Los Angeles County Department of Public Works. For those services requiring special studies, and/or reports of above average complexity, such as Master Plans, street vacations, grant applications, and storm drain transfers, as separately authorized by the City, the compensation shall be on a time-and-materials basis in accordance with our effective Schedule of Hourly Rates.

Traffic Engineer - For all regular traffic engineering services, including performing review of the standard municipal traffic problems and making recommendations of further action which do not require a study, design, or report, the compensation shall be a retainer fee of \$960 per month. For those services requiring special studies and/or reports of above average complexity, such as data collection and field inventories, traffic counts, speed measurements, grant applications, and development impacts, as separately authorized by the City, the compensation shall be on a time-and-materials basis in accordance with our effective Schedule of Hourly Rates.

Redevelopment Agency Engineer - For all regular redevelopment agency engineering services not involving special studies and engineering for capital improvement projects, the compensation shall be a retainer fee of \$640 per month. For those services requiring special studies and/or reports of above average complexity, as separately authorized by the City, the compensation shall be on a time-and-materials basis in accordance with our effective Schedule of Hourly Rates.

Public Works Permit and Inspection - Services will be billed in accordance with our effective Schedule of Hourly Rates.

Development Review and Control - Services will be billed in accordance with our effective Schedule of Hourly Rates.

Capital Improvement Projects - Compensation for design, project management, design surveying, construction surveying, construction observation and contract administration for public works projects shall be a lump sum amount equal to 18.75 percent of the total cost of final contract construction. Utility coordination, other agency coordination, monument restoration, grant administration and invoicing, material testing, studies, and labor compliance services will be compensated on a time-and-materials basis in accordance with our effective Schedule of Hourly Rates.

NPDES - Services will be billed in accordance with our effective Schedule of Hourly Rates.

Building Official, Building Inspection, Permit Technician and Code Enforcement Services - Services will be billed in accordance with our effective Schedule of Hourly Rates.

Building Plan Check - Plan check compensation will be at 65% of current City fees collected. Plan reviews after the third check, other as-needed work or no-fee projects will be billed in accordance with our effective Schedule of Hourly Rates.

Planning – Services will be provided on an hourly basis in accordance with our effective Schedule of Hourly Rates. The processing of development applications will be performed on a deposit basis to ensure full cost recovery for such services without impacting the City's General Fund.

Other Services will be performed on a time-and-materials basis in accordance with our effective Schedule of Hourly Rates, within a mutually established budgeted amount or on a negotiated lump-sum amount as mutually agreed.

Hourly Rates Schedule

The Schedule of Hourly Rates is included herein and is effective until June 30, 2011, with the rates shown, including all overhead items. A new rate schedule will be published and become effective July 1, 2011, and annually thereafter, and all billings after the new effective date will reflect changes included in the new rate schedule.

WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2010 to June 30, 2011

ENGINEERING

Technical Aide	75.00
Drafter I	85.00
Drafter II	90.00
Senior Drafter	100.00
Design Engineer I	105.00
Design Engineer II	110.00
Designer I	105.00
Designer II	110.00
Senior Design Engineer I	115.00
Senior Design Engineer II	120.00
Senior Designer	120.00
Associate Engineer	125.00
Design Manager	125.00
Senior Design Manager	135.00
Senior Engineer	135.00
Supervising Engineer	145.00
Program Manager	155.00
Project Manager	155.00
City Engineer	155.00
Principal Project Manager	155.00
Deputy Director	155.00
Director	155.00

CONSTRUCTION MANAGEMENT

Labor Compliance Specialist	95.00
Labor Compliance Manager	120.00
Utility Coordinator	125.00
Assistant Construction Manager	110.00
Construction Manager	135.00
Senior Construction Manager	155.00
Project Manager	155.00
Deputy Director	155.00
Director	155.00

INSPECTION SERVICES

Assistant Public Works Observer	**100.00/110.00
Public Works Observer	**100.00/110.00
Senior Public Works Observer	110.00
Supervising Public Works Observer	120.00
Deputy Director	155.00

SURVEYING

Principal Project Manager	170.00
Supervisor - Survey & Mapping	155.00
Senior Survey Analyst	130.00
Certified Party Chief	130.00
Senior Calculator	120.00
Calculator II	110.00
Calculator I	100.00
Survey Analyst II	115.00
Survey Analyst I	100.00
Survey Party Chief	115.00
Field Party (One)	180.00
Field Party (Two)	235.00
Field Party (Three)	295.00

LANDSCAPE ARCHITECTURE

Assistant Landscape Architect	100.00
Associate Landscape Architect	115.00
Senior Landscape Architect	125.00
Principal Landscape Architect	150.00
Principal Project Manager	170.00

BUILDING AND SAFETY

Assistant Code Enforcement Officer	60.00
Plans Examiner Aide	75.00
Assistant Construction Permit Specialist	85.00
Construction Permit Specialist	80.00
Code Enforcement Officer	70.00
Assistant Building Inspector	**95.00/110.00
Senior Code Enforcement Officer	85.00
Senior Construction Permit Specialist	100.00
Supervising Construction Permit Specialist	105.00
Building Inspector	**95.00/110.00
Supervisor Code Enforcement	105.00
Senior Building Inspector	105.00
Plans Examiner	105.00
Supervising Building Inspector	115.00
Senior Plans Examiner	125.00
Inspector of Record	140.00
Deputy Building Official	130.00
Plan Check Engineer	130.00
Building Official	135.00
Supervising Plan Check Engineer	135.00
Principal Project Manager	155.00
Deputy Director	155.00
Director	155.00

PLANNING

Community Development Technician	85.00
Planning Technician	75.00
Assistant Planner	95.00
Assistant Community Development Planner	105.00
Associate Community Development Planner	115.00
Associate Planner	105.00
Senior Community Development Planner	130.00
Senior Planner	130.00
Principal Community Development Planner	150.00
Principal Planner	150.00
Deputy Director	155.00
Director	155.00

ADMINISTRATIVE

Personal Computer Time	25.00
Word Processing	55.00
Clerical	55.00
Computer Data Entry	55.00

Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of \$500.00.

** Prevailing Wage Project, Use \$110.00

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard

rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2010 thru June 30, 2011, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacram area, but not more than five percent per year.





AGENDA 11
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 11, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER

RE: A RECOMMENDATION APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM HELIOTROPE AVENUE ELEMENTARY SCHOOL IN THE AMOUNT OF \$3,200.

RECOMMENDATION

Staff recommends that the City Council approve Community Benefit Fund application from Heliotrope Avenue Elementary School in the amount of \$3,200. This recommendation is based on the applicant providing documentation to support their application and its evaluation.

FISCAL IMPACT

The City Council budgeted \$75,000 in the Community Benefit Fund for fiscal year 2019/2020; to date by approval of the City Council \$6,276 has been expended. There is an adequate balance remaining in the fund to meet this request.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

The Application is dated November 1, 2019 and received by email from the applicant on November 19, 2019. Despite the application marked for Semester 1; the applicant, by email indicated that the request is for Semester 2.



PUBLIC NOTICE CITY OF MAYWOOD

FISCAL YEAR (FY) 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The City of Maywood will receive an estimated \$420,533 in Community Development Block Grant (CDBG) funds based on the current year allocation as a participant in the FY 2020-2021 Los Angeles Urban County CDBG program. These funds will be available to the City on July 1, 2020.

List of FY 2020-2021 CDBG Program and Projects

Graffiti Removal Program	\$ 84,106
Code Enforcement Program	\$150,000
Sidewalk Rehabilitation Project	<u>\$186,427</u>
Total 2020-2021 CDBG Budget	\$420,533

The City has scheduled a public hearing to discuss the programs and budget for the CDBG funds. The funds may be used for a variety of community development activities such as residential and commercial property rehabilitation, graffiti removal, land acquisition, public service activities, public works improvements, economic development activities, and planning and administration of the CDBG programs.

The Maywood City Council will conduct a public hearing at its meeting of January 8, 2020. Staff will present details of the proposed use of the CDBG funds.

ACTION PLAN

Goal

To carry out the primary objective of the Housing and Community Development Act of 1974, as amended, to develop a viable urban community by providing decent housing and suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income.

ATTACHMENT NO. 2

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated December 11, 2019 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and Willdan ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to perform on-call land use planning services.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Salvador Lopez Jr. (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2020, unless sooner terminated as provided in Section 13 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, \$155.00 per hour, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than \$7,000, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

B. Expenses. The City will not reimburse Consultant for any expenses, unless expenses are agreed upon in advance in writing by both parties and/or set forth in **Exhibit B**.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Contractor.

A. Consultant is an independent contractor and not an employee of the City. All work or other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform such Services, including, without limitation, a City of Maywood business license. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

B. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement. Consultant shall

perform all Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any Services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform such Services. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

C. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices. or to the extent arising from, caused by or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement.

6. PERS Compliance and Indemnification

A. General Requirements. The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS,

and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify and hold harmless City, and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from (i) any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 6; or (ii) in the event that Consultant or any employee, agent or subcontractor of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction and/or by PERS to be eligible for enrollment in PERS as an employee of the City. This duty of indemnification is in addition to Consultant's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement.

7. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subconsultants shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

8. Conflicts of Interest. Consultant and its officers, employees, associates and subconsultants, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subconsultants shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

9. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent Consultants in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subconsultants, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence,

except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Consultant relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 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. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subconsultant, its officers, agents, servants, employees, subconsultants, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subconsultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall 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.

C. Insurance Requirements not Limiting. 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. The indemnities in this Section shall apply regardless of whether or not any

insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

10. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall provide insurance in the amount required by California law.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) ☐ ☐ If this box is checked, Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A: VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 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 City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, 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.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

K. SubConsultant Insurance Requirements. Consultant shall require each of its subconsultants that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

11. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

12. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

13. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least ten calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date 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. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

14. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

15. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 13, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

16. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: City Manager
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

If to Consultant:
Attn: Salvador Lopez, Jr.
Willdan
13191 Crossroads Pkwy North
City of Industry, California 91746

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, SubConsultant or applicant for employment because of race, color, religious creed, sex,

gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that Subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

18. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

21. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subconsultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subconsultants and agents.

22. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

23. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

24. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

25. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

26. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

27. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

28. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

29. Business Days. "Business days" means days Maywood City Hall is open for business.

30. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Maywood.

31. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

32. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

33. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

34. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Maywood,
a California municipal corporation

Consultant:

Willdan,
a Delaware Public Corporation

By: _____
Eduardo De La Riva
Mayor of the City of Maywood

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under the Direction of the Director of Building and Planning, Willdan agrees to provide a Senior Planner to assist in the preparation of planning documents to be provided to the Planning Commission or City Council and/or presented at a public hearing, meeting, informational session or other official proceeding as requested. The Senior Planner will have the ability to prepare said documents referencing all pertinent City of Maywood Zoning or Municipal Code or Maywood General Plan Code, Ordinance, Goal, Objective, or any other provision that may be required. All said work will meet generally recognized industry or APA standards.

EXHIBIT B

COMPENSATION

City will compensate Consultant at the agreed upon hourly rate for the time spent meeting with City staff, conducting research, performing site inspections, or performing any other task deemed necessary to produce the work product. City will not compensate Consultant for mileage, materials, education or anything else beyond time spent producing the work product. The Hourly Rate:

SENIOR PLANNER..... \$155.00 per hour



AGENDA
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 11, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

RE: A RECOMMENDATION APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM HELIOTROPE AVENUE ELEMENTARY SCHOOL IN THE AMOUNT OF \$3,200.

RECOMMENDATION

Staff recommends that the City Council approve Community Benefit Fund application from Heliotrope Avenue Elementary School in the amount of \$3,200. This recommendation is based on the applicant providing documentation to support their application and its evaluation.

FISCAL IMPACT

The City Council budgeted \$75,000 in the Community Benefit Fund for fiscal year 2019/2020; to date by approval of the City Council \$6,276 has been expended. There is an adequate balance remaining in the fund to meet this request.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

The Application is dated November 1, 2019 and received by email from the applicant on November 19, 2019. Despite the application marked for Semester 1; the applicant, by email indicated that the request is for Semester 2.

The City of Maywood has established a "Community Based Fund" to support community based programs and activities. Applicant eligibility is determined by the City's Community Benefit Fund Guidelines and Procedures ("Guidelines") for the distribution of funds to eligible organizations that provide community based programs, community activities and educational activities.

DISCUSSION

To apply for a grant under the City Community Benefit Fund, an applicant must be an "Eligible Organization." Eligible Organizations include non-profit agencies that provide programs or services to residents of the city, a school or school-based/affiliated organization in the city or other city-based organizations. The Eligible Organization must also be in existence prior to submitting an application and have a record of successfully providing the services for which funding is requested.

According to the requester's application, Heliotrope Avenue Elementary School has been in existence since 1926, is a school located in the City. Since they are a school located in the City they fit into a category that makes them eligible to receive funds; they have also included their IRS designation number in the their application which can be found in the attachment.

The Guidelines also require that an Eligible Organization provide an eligible service or activity defined as a program, service, activity, event or other similar activity that has a benefit to the residents of the City or a specified target group by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City.

The applicant states that the school is requesting funds for buses to visit instructional field trips outside of the community. They further explain that such exposure will prepare the students to be college and career ready. Some trip examples in the past include visits to Universities, Cultural and Art Centers and Historical Sites.

ATTACHMENT(S)

Attachment No. 1- City of Maywood Community Benefit Fund Guidelines and Procedures

Attachment No. 2- Application submitted November 19, 2019

ATTACHMENT NO. 1

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

I. BACKGROUND

The City of Maywood has established a "Community Benefit Fund" to support community based programs and activities.

II. PURPOSE

The purpose of this policy is to provide guidelines and procedures for the distribution of public funds, which will in turn fund community programs, activities and educational activities conducted by Eligible Organizations that meet the requirements and guidelines set forth by the City Council in this policy.

III. ELIGIBILITY AND POLICY

A. Eligible Organizations. The requesting organization must be: (1) a non-profit agency as defined by the Internal Revenue Service (IRS) with a tax exempt status of 501(c)(3) and is in good standing in the State of California based in the City or provides programs or services to residents of the City; a school or school-based/affiliated organization located in the City; or other City-based organization such as athletic organizations or community groups (collectively called "Eligible Organizations"); (2) must be in existence prior to submittal of an application; and (3) must have a record of successfully providing the type of service, activity or program for which funding is requested.

B. Eligible Services and Activities. To apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a service, activity or other community benefit to the residents or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include but are not limited to educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. Grants will be awarded in maximum amounts of no more than \$ 5,000.00.

C. Restrictions and Ineligible Organizations.

1. Grants shall not be used for religious activities or political campaigning purposes or activities.

2. A non-profit entity, a school or school-based/affiliated organization or other City-based organizations such as athletic organizations or community groups that have as a member of their board or executive leadership a City employee, a City elected or appointed official or members of their family, are not eligible to apply for a Community

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

Benefit Fund grant. Family members include spouse or domestic partner, child, parent, grandparent, grandchild, cousin, aunt, uncle, sibling, niece, nephew, parent-in-law, brother-in-law or sister-in-law, as well as all step relationships.

D. City Projects. This policy does not preclude the City from undertaking and funding projects on its own initiative that would be a benefit to the community.

IV. APPLICATION PROCEDURES

A. Submittal of an Application. Applicants must use the Community Benefit Fund application form. Forms are available on the City website at www.cityofmaywood.org and at Maywood City Hall at 4319 E. Slauson Avenue, Maywood, CA 90270. Applications may be requested by email at _veronica.alvarez@cityofmaywood.org_____.

B. Application Deadline. The City Council will have quarterly application cycles available to consider requests contingent upon monies being available under the program. The application cycles and deadlines are as follows:

<u>Application Cycle</u>	<u>Application Deadline</u>
Semester 1: July 1 - December 31	June 1
Semester 2: January 1 - June 30	December 1

The application must be submitted by 5:00 p.m. on the applicable deadline date addressed to: City of Maywood, Attention: Community Benefit Fund via City Manager's Office, 4319 E. Slauson Avenue, Maywood, CA 90270.

C. General Information

1. Applicants may apply for funds during any application cycle. Notwithstanding, funds must be requested and spent during the same fiscal year in which the award was approved by the City Council.

2. Organizations may submit only one application per fiscal year.

3. Funding to an Eligible Organization will not constitute a precedent for contributions in subsequent fiscal years.

**CITY OF MAYWOOD
COMMUNITY BENEFIT FUND
GUIDELINES AND PROCEDURES**

V. EVALUATION OF APPLICATION AND SELECTION PROCESS

A. Review of Applications. Following the application deadline, City Staff will review the applications. Applicants may be contacted if further information is requested, to answer questions, clarify their application, etc. All applications will be evaluated to ensure that the applicant is an "Eligible Organization" and that purpose for which the grant is sought is consistent with this policy. Applications and recommendations of Staff, if any, will be presented to the City Council during a regular scheduled City Council meeting for the Council's consideration and approval.

B. City Council Action. The City Council will take final action on award of all grants and maintains the discretion to fund in whole or in part any request or not to fund any or all requests during the Application Cycle. Alternatively, the City Council may hold-over any application into the next Application Cycle. In the case of multiple applications that are competing for limited available funds, consideration may be given to applications based on the following criteria: (i) the number of residents who are expected to benefit, participate in or be positively impacted by the program; (ii) the performance of the applicant in prior years, including demonstrated fiscal responsibility and compliance with applicable requirements; (iv) the amount of funding previously award to the applicant or the program or event in prior years; and (v) the total amount of funding requested as a proportion of the total available funds for the applicable fiscal year.

VI. POST AWARD REQUIREMENTS

A. Agreement. All Eligible Organizations elected to receive funds will be required to sign and execute an agreement with the City of Maywood.

B. Reporting. Eligible Organizations must complete a report, within 45 days of fund expenditure, describing the use of the grant and amount expended, the number of participants in the event or program, copies of any publicity of the event or program, and a narrative regarding the benefit to the City of Maywood. The City reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were expended. Failure to submit this required report will make the Eligible Organization ineligible for allocation of future funds until the required report is submitted. These reports will be reviewed and taken into account for evaluating subsequent funding proposals from that entity.

C. Request for Funds. The Eligible Organization receiving the funds is responsible for submitting a funds request to the City's Finance Director and shall allow the City up to 30 days to process the request. If a third-party vendor is the recipient of the funds (i.e. bus company used for field trip), then the request shall include the information regarding that vendor including their Tax Identification Number and the check shall be made payable to that vendor. If the grant is to be used to purchase tangible goods or services,

**CITY OF MAYWOOD
COMMUNITY BENEFIT FUND
GUIDELINES AND PROCEDURES**

the City has the discretion to purchase the goods or services directly and pass-through the goods or services to the Eligible Organization rather than provide the funding.

D. Return of Funds to the City. Unexpended funds must be returned to the City at the end of the fiscal year. Funds must also be returned to the City if the City determines that the applicant has not performed in accordance with the approved application listing the use of the funds.

E. Failure to Abide by Policy. The failure of an Eligible Organization to abide by this Policy will result in the Eligible Organization being denied for funding in the future.

ATTACHMENT NO. 2

CITY OF MAYWOOD

COMMUNITY BENEFIT FUND APPLICATION

Please Type/Print Information
(Attach additional pages as needed)

Application Funding Cycle

☒ S1: July 1 - December 31

☐ S2: January 1 - June 30

Date of Application: 11/01/19

Amount Requested: \$3,200

Organization Name: Heliotrope Ave. Elementary	Phone Number: 323-560-1230
Street Address: 5911 Woodlawn Ave. Es	Fax Number:
City, State, Zip: Maywood, Ca 90270	Federal EIN: 95-6001908
Contact Person: Gabriela Rodriguez	
Contact Email Address: gabriela.rodriguez85@lausd.net	

Provide a detailed description of your organization. For example, are you a school, school-based or affiliated entity, youth program, community based organization, etc.

We are a ETK-5th grade elementary school with over 641 students. Located on Slauson, between Heliotrope ES and Woodlawn Ave. Socioeconomically Disadvantaged 93.6% , English Learners 34%, and foster youth 0.8%.

Does your organization have non-profit status with the Internal Revenue Service?
Yes ☒ No ☐ (If yes, attach documentation)

How long has this organization been in existence (provide date)? 1926

Is the organization located/based in Maywood or does it provide programs or services to Maywood residents? Yes ☒ No ☐ If yes, please explain.

Describe how the requested funds will be used? Attach a proposed budget.

These funds will be used for buses. Without the help from organizations like yours and the donations from other partners, our student would not have buses to visit instructional field trips outside of their community. These trips enrich our instructional program and bring to students exper



What is the anticipated time-frame to provide the proposed program, service, event activity or goods and the expenditure of the requested funds?

August 1 through December 31st.

Describe the organization's efforts in obtaining funding from other sources?

We also use PTA funds.

How will the requested funds have a benefit to Maywood residents?

Our students are children of residence of the City of Maywood. The trips our students will take will enhance and bring real world experiences to their educational learning.

How will the requested funds enhance the quality of life or the delivery of services for Maywood residents?

The experiences our students will gain they will use in higher learning that will prepare them to be college and career ready and gain awareness of cultures outside of their home and city environment.

How will the requested funds provide educational opportunities for Maywood residents or students?

Some of our trips are to visit universities, cultural and art centers, historical places, and cultural centers.

Has your organization previously received funding from the City of Maywood?

Yes ☒ No ☐ If yes, identify the use of the funds, total amount and fiscal year in which the funds were received.

Buses in 2018_19 \$1,600.

Is a member of your organization's board or executive leadership a City employee, an elected or appointed City official, or a family member of a City employee or elected or appointed City official? Yes ☐ No ☒ If yes, please explain.

By my signature below, I hereby certify, under penalty of perjury, that I am qualified to sign for and bind the named organization and that the information contained within and submitted with this application is complete, true and accurate. I have received a copy of the Community Benefit Fund Guidelines and Procedures and agree to abide by its provisions. If awarded funding, an agreement will be required to be executed.

Date: 11/18/19	Signature: Gabriela Rodriguez			
Print Name and Title: Gabriela Rodriguez, Principal				
Date Received	Eligibility Verified	Date Approved	Date Denied	Amount Awarded

Provide a detailed description of your organization. For example, are you a school, schoolbased or affiliated entity, youth program, community based organization, etc.

We are a ETK-5th grade elementary school with over 641 students. Located on Slauson Avenue, between Heliotrope ES and Woodlawn Ave. Socioeconomically Disadvantaged 93.6% , English Learners 34%, and foster youth 0.8%.

Describe how the requested funds will be used? Attach a proposed budget.

These funds will be used for buses. Without the help from organizations like yours and the donations from other partners, our student would not have buses to visit instructional field trips outside of their community. These trips enrich our instructional program and bring to students experiences they will cherish forever.

How will the requested funds have a benefit to Maywood residents?

Our students are children of residence of the City of Maywood. The trips our students will take will enhance and bring real world experiences to their educational learning.

How will the requested funds enhance the quality of life or the delivery of services for Maywood residents?

The experiences our students will gain they will use in higher learning that will prepare them to be college and career ready and gain awareness of cultures outside of their home and city environment.



AGENDA 12
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 11, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

BY: *[Signature]* DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

RE: SET A PUBLIC HEARING FOR JANUARY 8, 2020 TO RECEIVE INPUT ON THE FISCAL YEAR (FY) 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

RECOMMENDATION

Staff recommends that the City Council set a public hearing on January 8, 2020, to solicit public input on the proposed Fiscal Year (FY) 2020-2021 Community Development Block Grant Program.

FISCAL IMPACT

There are no fiscal impacts associated with this action.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

Each program year, the City receives an annual Community Development Block Grant (CDBG) program allocation from the Department of Housing and Urban Development (HUD) through the Los Angeles Community Development Authority

(LACDA). The City's CDBG allocation for Fiscal Year 2020-2021 will form part of the City's General Budget

DISCUSSION

It is estimated that the City's allocated CDBG funding will be \$420,533. As a CDBG Subrecipient of the LACDA, the City must submit a Planning Summary of CDBG programs and funding allocations for FY 2020-2021 by February 3, 2020. The intended use of this funding is for various community development programs and projects to benefit low- and moderate-income persons.

Currently, CDBG funds are used to fund a portion of Graffiti Removal, Code Enforcement, and Sewer Repair Project.

LACDA anticipates notification of the final allocation by early 2020. Additionally, the LACDA has indicated that the CDBG Program may continue to experience funding reductions in the future and the City should be prepared to accommodate the federal funding reduction. In the event that the actual CDBG funding levels vary from the estimate, the Planning Summary for FY 2020-2021 will be analyzed and reductions made to individual programs and projects accordingly. Staff will advise the City Council at the appropriate time.

Pursuant to CDBG Program Policies and Procedures, a public hearing is required to receive and consider community input on the proposed of CDBG Program funds and must be noticed at least fourteen (14) days prior to the meeting. Staff recommends that the City Council set the public hearing for Wednesday, January 8, 2020.

ATTACHMENT

Attachment No. 1 – Public Notice

ATTACHMENT NO. 1



PUBLIC NOTICE CITY OF MAYWOOD

FISCAL YEAR (FY) 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The City of Maywood will receive an estimated \$420,533 in Community Development Block Grant (CDBG) funds based on the current year allocation as a participant in the FY 2020-2021 Los Angeles Urban County CDBG program. These funds will be available to the City on July 1, 2020.

List of FY 2020-2021 CDBG Program and Projects

Graffiti Removal Program	\$ 84,106
Code Enforcement Program	\$150,000
Sidewalk Rehabilitation Project	<u>\$186,427</u>
Total 2020-2021 CDBG Budget	\$420,533

The City has scheduled a public hearing to discuss the programs and budget for the CDBG funds. The funds may be used for a variety of community development activities such as residential and commercial property rehabilitation, graffiti removal, land acquisition, public service activities, public works improvements, economic development activities, and planning and administration of the CDBG programs.

The Maywood City Council will conduct a public hearing at its meeting of January 8, 2020. Staff will present details of the proposed use of the CDBG funds.

ACTION PLAN

Goal

To carry out the primary objective of the Housing and Community Development Act of 1974, as amended, to develop a viable urban community by providing decent housing and suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income.

Objectives

Staff is recommending the following objectives for the FY 2020-2021 program year:

1. To provide planning and administrative capacity to implement the City's CDBG program objectives.
2. To provide funding for the continuation of a Graffiti Removal Program.
3. To provide Code Enforcement officers to patrol the City to maintain a safe and desirable living and working environment.
4. To provide funding for the design and implementation of a Sidewalk Rehabilitation Project.

All programs will be implemented to provide primary benefit to low- and moderate-income residents of the City.

In the past years, the City has used CDBG funds for housing rehabilitation, economic development, repayment of Section 108 loans, public facilities, graffiti removal, fair housing services, family services, parks and public works improvements, children's lunch program, and program planning and administration activities.

All interested persons are invited to attend the City Council public hearing at 7:00 p.m., on Wednesday, January 8, 2020 in the City Council Chambers, located at 4319 East Slauson Avenue, Maywood. Those wishing to comment on this item may do so in person at the public hearing, or by submitting written comments by 5:00 p.m., Thursday, January 2, 2020, to the address above.

Additional details concerning any of the above information may be obtained by calling the City of Maywood Building and Planning Department at (323) 562-5703. Detailed information concerning eligible activities and past programs is also available in the Building and Planning Department at City Hall.

David Mango, Director of Building and Planning

Posted:



AGENDA 13
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 11, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL/SUCCESSOR AGENCY

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

RE: MAYOR/CHAIR AND MAYOR PRO-TEM/VICE CHAIR SELECTION

RECOMMENDATION

Staff recommends that the City Council/Successor Agency appoint a Mayor/Chair and Mayor Pro-Tem/Vice Chair for the ensuing one-year term.

FISCAL IMPACT

There is no fiscal impact associated with the appointments.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

The City Council/Successor Agency selects a Mayor/Chair and Mayor Pro-Tem/Vice Chair on an annual basis.

DISCUSSION

Each December, the City Council/Successor Agency votes to appoint a Council/Agency Member to serve a Mayor/Chair and Mayor Pro-Tem/Vice Chair.

The Mayor/Chair serves as the presiding officer during Council/Successor Agency meetings and represents the City at various events. The Mayor Pro-Tem/Vice Chair serves as presiding officer and represents the City in the Mayor's absence.

ATTACHMENT(S)

None.



AGENDA 14
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 11, 2019
TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL
FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*
RE: ANNUAL COUNCIL APPOINTMENTS TO SERVE ON VARIOUS
OUTSIDE AGENCIES FOR 2020

RECOMMENDATION

Select Councilmembers as City representatives to serve on various local, regional, and state agencies for calendar year 2020.

FISCAL IMPACT

Attendance at some meetings requires Councilmembers to incur reimbursable travel costs that could include mileage, airfare, meals, and/or overnight hotel stays. Travel costs for the first half of 2020 are included in the 2019/2020 budget. For meetings scheduled in the latter half of 2020, the costs will be included in the 2020/2021 budget. Any reimbursable travel costs shall comply with the City's AB 1234 Policy.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

Each year, the Council selects Councilmembers to serve on various local, regional and state agencies. Attached is the list of agencies, their meeting schedules, and the 2019 delegates and alternates. Various agencies offer stipends and those are included in the list.

DISCUSSION

The City is involved in various government agencies relating to local, regional, and state affairs. The City Council may appoint a delegate and an alternate to represent the City and attend that agency's regular meetings.

Fair Political Practice Commission (FPPC) Regulation 18705.5 requires that Form 806 be completed to report additional compensation that public officials receive when appointing themselves to positions on committees, boards, or commissions of a public agency, special district, or joint powers agency or authority. As noted on the attached list, service on the following boards are accompanied by compensation to its appointed members: Eco-Rapid Transit (Formerly Orangeline Development Authority), Los Angeles County Sanitation District, Greater Los Angeles County Vector Control District, Gateway Cities Council of Governments and HUB Cities Board of Directors.

Regulation 18702.5 allows a public official to participate in his or her appointment to certain paid government positions if the body making the appointment completes and posts an FPPC Form 806 on its website. This form identifies: (i) each appointed position for which compensation is paid; (ii) the salary or stipend for each appointed position; (iii) the name of the public official who has been appointed to the position; (iv) the name of the public official, if any, who has been appointed as an alternate; and (v) the term of the position.

The City has previously prepared and posted on the City's website Form 806 disclosing the compensation paid to councilmembers for services on the above referenced boards. Accordingly, any councilmember who is nominated to serve on any of these entities, may participate in the Council's discussion and vote on that appointment, and Staff will post an updated Form 806 on the City's website.

ATTACHMENT(S)

Attachment No. 1- 2019 Committee Appointment List

ATTACHMENT NO. 1

**CITY OF MAYWOOD
CITY COUNCIL APPOINTMENTS TO BOARDS/COMMITTEES
AS OF JANUARY 17, 2019**

Committee	Delegate	Alternate	Date/Time	Stipend/ Voluntary
California Contract Cities Board of Directors 17315 Studebaker Road #210 Cerritos, CA 90703 (562) 622-5533 staff@contractcities.org	Heber Marquez	Ricardo Lara	3 rd Wednesday of the month 6:00 p.m.	Voluntary
Eco-Rapid Transit Board of Directors 16401 Paramount Blvd. Paramount, CA 90273 (562) 663-6850	Alondra Olmos		2 nd Wednesday of the month 6:00 p.m.	Stipend \$100
Gateway Cities Council of Governments 16401 Paramount Boulevard Paramount, CA 90723 (562) 663-6850	Ricardo Lara	Heber Marquez	1 st Wednesday of the month 6:00 p.m.	Stipend \$125
Greater LA County Vector Control District (GLACVCD) 12545 Florence Avenue Santa Fe, CA 90670 (562) 944-9656 kmiddleton@glacvcd.org	Ricardo Lara		2 nd Thursday of the month 6:00 p.m.	Stipend \$100
HUB Cities Board of Directors 2677 Zoe Avenue Huntington Park, A 90255 323-586-4700	Eddie De La Riva	Ramon Medina	3 rd Thursday of the month 5:30 p.m.	Stipend \$200
League of California Cities; Los Angeles Division 700 N. Alameda, Los Angeles, CA 90012 (626) 716-0076 kguerrero@cacities.org	Ricardo Lara	Eddie De La Riva	1 st Thursday of the month 6:00 p.m.	Voluntary
Sanitation Districts of LA County 1955 Workman Mill Road District 2 Whittier, CA 90607 (562) 908-4288 x 1500 RAsperin@lacsdsd.org	Eddie De La Riva	Ramon Medina	2 nd Wednesday of the month 1:30 p.m.	Stipend \$125
Oversight Board 4319 E. Slauson Avenue Maywood, CA 90270	Eddie De La Riva		2 nd Wednesday of the month 9:30 a.m.	Voluntary



Public Hearing
AGENDA 1
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 11, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

BY: *[Signature]* DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

RE: PUBLIC HEARING TO CONSIDER ORDINANCE 19-08 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD ADDING CHAPTER 18 OF TITLE 8 OF THE MAYWOOD MUNICIPAL CODE TO ADOPT UPDATED WATER EFFICIENT LANDSCAPING REQUIREMENTS

RECOMMENDATION

Staff recommends that City Council consider Ordinance No. 19-08 and waive the full reading and introduce the Ordinance by Title only as follows: An Ordinance of the City Council of the City of Maywood adding Chapter 18 of Title 8 of the Maywood Municipal Code to Adopt Updated Water Efficient Landscaping Requirements.

FISCAL IMPACT

The fiscal impacts are indeterminate at this time. Although the City will collect fees from developers in accordance with an adopted fee schedule, the cost of the additional staff time necessary to review water efficient landscape plans and materials to determine compliance with State regulations; to create a tracking and reporting system; to prepare reports and transmit annual reports to the State, may or may not be fully funded by the fees that are collected.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

On April 1, 2015, Governor Jerry Brown issued Executive Order B-29-15 that, among other things, directed the Department of Water Resources ("DWR") to update the State Model Water Efficient Landscape Ordinance ("MWELO") through expedited regulation. The purpose of the updated Model Ordinance is to increase water efficiency standards for new and existing landscapes.

The DWR adopted the proposed MWELO in July 2015 and on September 15, 2015 the California Secretary of State ordered the regulations to be incorporated into Division 2, Title 23, California Code of Regulations to amend Chapter 2.7 Model Water Efficient Landscape Ordinance, Sections 490 through 495.

MWELO is designed to address the limited supply of and the economic importance of water resources with respect to the State's continued prosperity. The State Legislature made a number of findings to justify their approval of the new regulations.

This Ordinance is applicable only if certain size thresholds and regulatory requirements are met. MWELO applies only when:

1. New Landscaping projects on new construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review; or
2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;

Also, to provide an efficient method for achieving compliance with MWELO, the State regulations provide that any project with an aggregate landscape area of 2,500 square feet or less may use a set of prescriptive measures that are consistent with the legislature's findings.

DISCUSSION

State law requires that all Cities must adopt a water-efficient landscape Ordinance that is at least as effective in conserving water as MWELO prepared by DWR. DWR's model Ordinance takes effect in those cities and counties that fail to adopt their own. Because it is anticipated that future amendments will be

Public Hearing-Water Efficient Landscape Ordinance
December 11, 2019

made to MWELO, adopting it by reference allows these amendments to occur without requiring amendments to the City's Municipal Code. This also allows the City to follow the State standards without having to add MWELO in its entirety to the City's Municipal Code.

ATTACHMENT

Attachment No. 1 – Proposed Ordinance 19-08
Attachment No. 2 – Proof of Publication

ATTACHMENT 1

ORDINANCE NO. 19-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD ADDING
CHAPTER 18 OF TITLE 8 OF THE MAYWOOD MUNICIPAL CODE TO ADOPT
UPDATED WATER EFFICIENT LANDSCAPING REQUIREMENTS

THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES ORDAIN AS FOLLOWS:

Section 1. On April 1, 2015, Governor Jerry Brown issued Executive Order B-29-15 that, among other things, directed the Department of Water Resources (DWR) to update the State Model Water Efficient Landscape Ordinance ("Model Ordinance") through expedited regulation. The purpose of the updated Model Ordinance is to increase water efficiency standards for new and existing landscapes. On July 15, 2015, the California Water Commission, acting on behalf of the DWR, approved the 2015 update to the Model Ordinance. The City Council is adopting by reference the Model Ordinance approved by the California Water Commission in order to promote the efficient use of water within the City and to comply with the Governor's Executive Order and Government Code Section 65595.

Section 2. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15307 and 15308, as an action taken to assure the maintenance, restoration, or enhancement of a natural resource or the environment where the regulatory process involves procedures for protection of the environment. This Ordinance is limited to ensuring water efficient landscaping options to preserve water. There is no evidence to suggest that this Ordinance will result in a significant impact on the environment, including impacts due to unusual circumstances. The adoption of this Ordinance includes provisions that will result in the enhancement and protection of water resources in the City. As a separate and independent ground, the City Council finds that this Ordinance is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Because it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment, this Ordinance is not subject to CEQA pursuant to State CEQA Guidelines Section 15061(b)(3).

Section 3. Chapter 18 (Water Efficient Landscaping) of Title 8 (Building Regulations) of the Maywood Municipal Code is added in its entirety to read as follows:

"CHAPTER 18

WATER EFFICIENT LANDSCAPING

SECTION:

8-18-1: ADOPTION OF WATER EFFICIENT LANDSCAPE ORDINANCE

8-18-2: CONFLICT OF LAWS

8-18-1: Adoption of Water Efficient Landscape Ordinance. The California State Model Water Efficient Landscape Ordinance, codified at Chapter 2.7 of Title 23 of the California Code of Regulations, and any amendments thereto, is hereby adopted and incorporated herein by reference as if fully set forth below, and shall be known and may be cited as the Water Efficient Landscape Ordinance of the City of Maywood. One copy of the California State Model Water Efficient Landscape Ordinance shall be maintained on file in City Hall.

8-18-2: Conflict of Laws. The development standards relating to landscaping found in Section 4000 of the Maywood Zoning Ordinance shall apply in addition to the applicable requirements of the California Model Water Efficient Landscape Ordinance. In the event of any conflict between provisions of the California State Model Water Efficient Landscape Ordinance and a provision of the Zoning Ordinance, the provision that contains the more stringent landscaping water efficiency requirement(s) shall control."

Section 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance or any part thereof or exhibit thereto. The City Council of the City of Maywood hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

PASSED, APPROVED AND ADOPTED THIS 8th day of January, 2020.

Eddie De La Riva, Mayor

ATTEST:

Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Maywood held on the 8th day of January, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gerardo Mayagoitia, City Clerk

ATTACHMENT 2

CALIFORNIA NEWSPAPER SERVICE BUREAU

DAILY JOURNAL CORPORATION

Mailing Address : 915 E FIRST ST, LOS ANGELES, CA 90012
Telephone (800) 788-7840 / Fax (800) 464-2839
Visit us @ www.LegalAdstore.com

GUILLERMO PADILLA
CITY OF MAYWOOD/ CITY CLERK
4319 E SLAUSON AVE
MAYWOOD, CA 90270

COPY OF NOTICE

Notice Type: ORD ORDINANCE PUBLICATION

Ad Description
ORDINANCE NO. 19-07

To the right is a copy of the notice you sent to us for publication in the BELL/MAYWOOD INDUSTRIAL POST. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below.
Publication date(s) for this notice is (are):

11/28/2019

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

PRE# 3318303

CITY OF MAYWOOD NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Maywood, California, will conduct a public hearing at the City Council Chambers, 4319 Slauson Avenue in said City of Maywood on Wednesday, December 11, 2019 at 7:00 p.m., or as soon thereafter as practical, to consider the following:

ORDINANCE NO. 19-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD ADDING CHAPTER 18 OF TITLE 8 OF THE MAYWOOD MUNICIPAL CODE TO ADOPT UPDATED WATER EFFICIENT LANDSCAPING REQUIREMENTS

On April 1, 2015, Governor Jerry Brown issued Executive Order B-29-15 that, among other things, directed the Department of Water Resources (DWR) to update the State Model Water Efficient Landscape Ordinance ("Model Ordinance") through expedited regulation. The purpose of the updated Model Ordinance is to increase water efficiency standards for new and existing landscapes. On July 15, 2015, the California Water Commission, acting on behalf of the DWR, approved the 2015 update to the Model Ordinance. The City Council is adopting by reference the Model Ordinance approved by the California Water Commission in order to promote the efficient use of water within the City and to comply with the Governor's Executive Order and Government Code Section 65595. Questions regarding the proposed resolution may be directed to City Hall at the following address:

City of Maywood Office of the City Clerk
Attn: Guillermo Padilla
4319 Slauson Avenue, Maywood, CA 90270
Guillermo.padilla@cityofmaywood.org

If you challenge any portion of this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (323) 562-5714. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Any person unable to attend the public hearing may submit written comments to the City Clerk, 4319 Slauson Avenue, Maywood, California 90270.

Guillermo Padilla
Deputy City Clerk
11/28/19
PRE-3318303#
BELL/MAYWOOD INDUSTRIAL POST



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