



CITY OF MENDOTA

"Cantaloupe Center Of The World"

VICTOR MARTINEZ
Mayor

LIBERTAD "LIBERTY" LOPEZ
Mayor Pro Tem

JOSE ALONSO

JOSEPH R. RIOFRIO

OSCAR ROSALES

AGENDA MENDOTA CITY COUNCIL

Regular City Council Meeting
CITY COUNCIL CHAMBERS
643 QUINCE STREET

February 14, 2023

6:00 PM

CRISTIAN GONZALEZ
City Manager

JOHN KINSEY
City Attorney

The Mendota City Council welcomes you to its meetings, which are scheduled for the 2nd and 4th Tuesday of every month. Your interest and participation are encouraged and appreciated. Notice is hereby given that Council may discuss and/or take action on any or all of the items listed on this agenda. **Please turn your cell phones on vibrate/off while in the council chambers.**

Any public writings distributed by the City of Mendota to at least a majority of the City Council regarding any item on this regular meeting agenda will be made available at the front counter at City Hall, located at 643 Quince Street Mendota, CA 93640, during normal business hours, 8 AM – 5 PM.

In compliance with the Americans with Disabilities Act, individuals requiring special assistance to participate at this meeting please contact the City Clerk at (559) 655-3291 or (559) 577-7692. Notification of at least forty-eight hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to the meeting.

Si necesita servicios de interpretación para participar en esta reunión, comuníquese con la Secretaria de la Ciudad al (559) 655-3291 o (559) 577-7692 entre las 8 a.m. y las 5 p.m. de lunes a viernes. La notificación de al menos veinticuatro horas antes de la reunión permitirá al personal adoptar las disposiciones necesarias para garantizar su participación en la reunión.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

PRESENTATIONS

1. City Council to recognize the Mendota High School varsity football team for winning the Division VI valley championship.

CITIZENS' ORAL AND WRITTEN PRESENTATIONS

At this time, members of the public may address the City Council on any matter not listed on the agenda involving matters within the jurisdiction of the City Council. Please complete a "request to speak" form and limit your comments to THREE (3) MINUTES. Please give the completed form to the City Clerk prior to the start of the meeting. All speakers shall observe proper decorum. The Mendota Municipal Code prohibits the use of boisterous, slanderous, or profane language. All speakers must step to the podium and state their names and addresses for the record. Please watch the time.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of January 24, 2023 and the special City Council meeting of February 2, 2023.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

CONSENT CALENDAR

Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and will be considered separately.

1. JANUARY 18, 2023 THROUGH FEBRUARY 7, 2023
WARRANT LIST CHECK NOS. 52788 THROUGH 52895
TOTAL FOR COUNCIL APPROVAL = \$879,751.37
2. Proposed adoption of **Resolution No. 23-07**, approving a contract with Fresno Arts Council, Inc., for the Transportation Art Agreement Clean California Beautification Fund Contribution administered by CALTRANS; and authorizing the City Manager to execute the agreement and any matters relating thereto.
3. Proposed adoption of **Resolution No. 23-08**, approving the Translation Services Agreement with Patricia Lyons DBA Lyons Interpreting and Translation and authorizing the City Manager to execute the agreement.
4. Proposed adoption of **Resolution No. 23-09**, approving the proposal submitted by NetXperts, Inc., for IT Managed Services; and authorizing the City Manager to execute the IT Managed Services agreement and any matters relating thereto.

BUSINESS

1. Council discussion and consideration of providing direction to staff to order holiday décor for the Oller Street light poles.
 - a. *Receive report from Finance Director Banda*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *Council provides direction to staff on how to proceed*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Finance Director
 - a) Grant Update
2. City Engineer
 - a) Update

3. City Attorney
 - a) Update
4. City Manager
 - a) Discussion on holding a Town Hall meeting

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9 (one potential case).
2. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code sections 54954.5, subdivision (f), 54957.6
 - a. Agency Designated Representative: Cristian Gonzalez, City Manager
 - b. Employee Organization: Mendota Police Officers Association
3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to subdivision (b) of Government Code section 54957
Title: City Manager
4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to subdivision (b) of Government Code section 54957
Title: Finance Director

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of February 14, 2023, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, February 10, 2023, at 5:30 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

January 24, 2023

Meeting called to order by Mayor Martinez at 6:00 p.m.

Roll Call

Council Members Present: Mayor Victor Martinez, Mayor Pro Tem Libertad “Liberty” Lopez and Councilors Jose Alonso and Oscar Rosales

Council Members Absent: None

Flag salute led by Councilor Rosales

Invocation led by Police Chaplain Ophelia Lugo

FINALIZE THE AGENDA

1. Adjustments to Agenda.
2. Adoption of final Agenda.

A motion was made by Councilor Rosales to adopt the agenda, seconded by Mayor Pro Tem Lopez; unanimously approved (4 ayes).

PRESENTATIONS

1. City Council and Mid Valley Disposal to present the 2022 Best Recycler Award to Mendota High School.

Mid Valley Disposal presented the 2022 Best Recycler Award to Mendota High School (MHS).

The Council congratulated MHS Principal Mr. Kirby, MHS student Robert Uribe, and MHS staff and student body for receiving the 2022 Best Recycler Award.

Robert Uribe shared his thoughts on MHS receiving the award.

At 6:07 p.m. the Council took a brief recess and reconvened in open session at 6:10 p.m.

2. Public Works Superintendent Banuelos presented the Public Works Department's 2022 Employee of the Year Award to Maintenance Worker I Armando Sandoval.

Public Works Superintendent Banuelos presented the Public Works Department 2022 Employee of the Year Award to Armando Sandoval and commented on Armando's hard work and dedication.

Armando Sandoval thanked staff and Council for the recognition.

The Council congratulated Mr. Sandoval and thanked him for his hard work.

At 6:16 p.m. the Council took a recess and reconvened in open session at 6:18 p.m.

3. Chief of Police Smith to present the Police Department's 2022 Employee of the Year Award to Police Sergeant Santiago Jurado.

Chief of Police Smith presented the Police Department's 2022 Employee of the Year Award to Police Sergeant Santiago Jurado.

The Council congratulated Police Sergeant Santiago Jurado and thanked him for his hard work.

Sergeant Jurado thanked Chief Smith, the Mendota Police Department, and the Council for the recognition.

At 6:25 p.m. the Council took a recess and reconvened in open session at 6:29 p.m.

4. City Manager Gonzalez to present the City Administration Department's 2022 Employee of the Year award to Finance Administrative Supervisor Marilu Sandoval.

City Manager Gonzalez presented the City Administration Department's 2022 Employee of the Year Award to Finance Administrative Supervisor Marilu Sandoval.

Marilu Sandoval thanked Council and staff for the recognition.

The Council congratulated Mrs. Sandoval and thanked her for her hard work.

At 6:35 p.m. the Council took a recess and reconvened in open session at 6:40 p.m.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Kevin Romero - provided an update on local youth sports.

Discussion was held by the City Council on Mr. Romero's update.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of January 10, 2022.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

A motion was made by Councilor Rosales to approve items 1 and 2, seconded by Councilor Alonso; unanimously approved (4 ayes).

BUSINESS

1. Council discussion and consideration of **Resolution No. 23-06**, appointing an individual to fill the vacant seat on the City Council.

Mayor Martinez introduced the item and City Clerk Cabrera-Garcia provided the report.

Albert Escobedo welcomed the newly elected Council Members; stated that the City Council has his support and urged the community to accept and support the City Council's decision in good faith.

Rocio Lua – stated that she loves the community and that she supports Jose “Lupe” Gallardo for appointment to the City Council vacant seat.

Ofelia Ochoa – stated that she wished she could have a seat on the Council and recommended Jose “Lupe” Gallardo for appointment to the City Council vacant seat.

Jose “Lupe” Gallardo – shared his vision for Mendota and thanked the Council for their consideration.

Kevin Arias-Romero – shared his experience with City projects and developments and as a former Planning and Recreation Commissioner.

John C. Flores – shared his background and shared his vision for Mendota.

Ramiro Espinoza – shared his background and experience including his community service

and public service work.

Joseph R. Riofrio – commented on the item and shared his experience with public service.

Moses Macias – shared his background and his vision for Mendota.

Veronica Rasmussen-Gil – shared her background and her community service work.

Discussion was held on the public's comments; the City Council vacancy; and issues that the City is facing; and the City Council thanked the applicants for their ambition and commitment to serve the community.

A motion was made by Mayor Pro Tem Lopez to nominate John C. Flores for appointment to the vacant seat on the City Council. The motion failed due to the lack of a second.

A motion was made by Councilor Rosales to nominate Joseph R. Riofrio for appointment to the vacant seat on the City Council. The motion failed due to the lack of a second.

A motion was made Councilor Alonso to nominate Jose "Lupe" Gallardo for appointment to the vacant seat on the City Council, seconded by Mayor Martinez.

City Clerk Cabrera-Garcia announced that a roll call vote would be conducted to consider the motion to appoint Jose "Lupe" Gallardo to the vacant seat on the City Council.

Roll call vote:

Mayor Martinez: Yes; Mayor Pro Tem Lopez: Abstain; Councilor Alonso: Yes; Councilor Rosales: Abstain

Based on a vote of two (2) ayes and two (2) abstentions, the motion to appoint Jose "Lupe" Gallardo to the vacant Council seat failed.

Discussion was held by the City Council on the item.

Joseph Amador – shared his thoughts on the City Council vacancy.

A motion was made by Councilor Rosales to hold a special meeting to further discuss the City Council vacancy, seconded by Councilor Alonso; unanimously approved (4 ayes).

SWEARING IN

1. City Clerk Cabrera-Garcia to swear in newly appointed City Council Member.

The item was skipped due to an appointment not being made to fill the City Council vacancy.

RECESS

The item was skipped.

CONSENT CALENDAR

1. JANUARY 4, 2023 THROUGH JANUARY 9, 2023
WARRANT LIST CHECK NOS. 52766 THROUGH 52787
TOTAL FOR COUNCIL APPROVAL = \$189,292.26

A motion was made by Councilor Rosales to approve item 1 of the Consent Calendar, seconded by Mayor Pro Tem Lopez; unanimously approved (4 ayes).

BUSINESS CONTINUED

2. Appointment of Mendota residents to the Mendota Recreation and Planning Commissions.

Mayor Martinez introduced the item and City Clerk Cabrera-Garcia provided the report.

Albert Escobedo – commented on his experiences with the Recreation and Planning Commissions, and shared his desire to continue serving on the Pool Park Subcommittee.

Jose Gutierrez – commented on his experience with the Planning Commission and his vision for the City of Mendota.

Alex Garcia – thanked the Council and staff; shared his background; and shared his vision for the Planning Commission and the City.

Kevin Romero – commented on his experience on the Planning and Recreation Commissions.

Mayor Martinez appointed Albert Escobedo and Alex Garcia to serve as regular members and Jose Gutierrez to serve as the alternate member of the Planning Commission.

Discussion was held by the City Council on the item.

A motion was made by Mayor Pro Tem Lopez to approve Mayor Martinez's appointments to the Planning Commission, seconded by Councilor Rosales, unanimously approved (4 ayes).

A motion was made by Mayor Pro Tem Lopez to appoint Albert Escobedo, Alicia Escobedo, and Kevin Romero to the Recreation Commission, seconded by Councilor Rosales, unanimously approved (4 ayes).

Kevin Romero announced that he has decided to formally withdraw his application for the vacant City Council seat due to his appointment on the Recreation Commission.

At 7:52 p.m. Mayor Martinez left the Council Chambers and returned within the same minute.

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Animal Control, Code Enforcement, and Police Department
 - a) November Monthly Reports

Chief of Police Smith provided the report for the Police Department including monthly statistics and issues surrounding homeless individuals.

Discussion was held on the statistics for the police department and on traffic and safety issues near schools.

Chief Smith provided the report for the Code Enforcement Department including monthly statistics.

Discussion was held on department personnel and illegal fireworks being used in the community.

Chief Smith provided the report for the Animal Control Department including loose dogs in the City; the capacity of the dog pound; and that he and City Manager Gonzalez recently toured the City of Kerman's Animal Shelter.

2. City Attorney
 - a) Update

Assistant City Attorney Castro commented on the ethics and sexual harassment training that will be scheduled soon.

Discussion was held by the City Council on the upcoming trainings.

3. City Manager

City Manager Gonzalez provided an update on an available grant that the City will be applying for to receive funding to develop a navigation center; the scheduling of a joint meeting with the Mendota Unified School District Board of Trustees; and the Pool Park Subcommittee.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Rosales thanked the City Council, Mr. Vargas, and audience for attending the meeting; and shared his opinion on comments made by the City Council.

Councilor Alonso thanked the City Council vacancy applicants and the audience for attending the meeting, and requested that the City considered holding Coffee with a Cop or Council Member and Town Hall events.

Mayor Pro Tem Lopez commented on resources offered by the AMOR Wellness Center.

2. Mayor

Mayor Martinez commented on the purpose of the Mendota Transactions and Use Tax that was approved by the voters in November 2022; the Council's goal and community's desire to fix roads in the City; the community and the City Council working together to create change; issues with illegal dumping and homelessness; and the need for a community center.

Discussion was held on the cost of fixing City roads; the need for the community and the City Council to work together; and the status of the inclusive playground at Rojas-Pierce Park.

CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to subdivision (b) of Government Code section 54957
Title: City Manager
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9 (one potential case).

At 8:39 p.m. the Council moved into closed session.

At 9:41 p.m. the Council reconvened in open session and Assistant City Attorney Castro stated that in regard to items 1 and 2 of the Closed Session, there were no reportable actions.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 9:41 p.m. by Councilor Rosales, seconded by Mayor Martinez; unanimously approved (4 ayes).

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA SPECIAL CITY COUNCIL MEETING

Special Meeting

February 2, 2023

Meeting called to order by Mayor Martinez at 3:03 p.m.

Roll Call

City Council Members Present: Mayor Victor Martinez, Mayor Pro Tem Libertad “Liberty” Lopez and City Council Members Jose Alonso, Joseph Riofrio (upon being appointed and taking the Oath of Office), and Oscar Rosales

City Council Members Absent: None

Flag salute led by Mayor Pro Tem Lopez

FINALIZE THE AGENDA

1. Adjustments to Agenda.
2. Adoption of final Agenda.

A motion was made by City Council Member Rosales to adopt the agenda, seconded by Mayor Pro Tem Lopez; unanimously approved (4 ayes).

BUSINESS

1. City Council discussion and consideration of **Resolution No. 23-06**, appointing an individual to fill the vacant seat on the City City Council.

Mayor Martinez introduced the item and City Clerk Cabrera-Garcia provided the report.

Discussion was held on the item.

Jose “Lupe” Gallardo - commented on the City City Council vacancy and urged the City City Council to make an appointment.

A motion was made by City Council Member Rosales to appoint Joseph R. Riofrio to the vacant seat on the City City Council, seconded by City Council Member Alonso, unanimously approved (4 ayes).

SWEARING IN

1. City Clerk Cabrera-Garcia to swear in newly appointed City City Council Member.

City Clerk Cabrera-Garcia administered the Oath of Office to newly appointed City Council Member Joseph Riofrio.

City Council Member Riofrio commented on his appointment to the City City Council; the issues being faced by Mendota and similar communities; the importance of the City's agricultural industry; the ongoing tasks of the City City Council; and thanked the City staff for their work.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Sergio Valdez – voiced his expectations for City Council Member Riofrio, and requested that City employees handle the United States flags that are displayed throughout the community with respect.

Discussion was held by the City City Council on City employees handling the United States flag with respect, and an idea to honor veteran's in the community by creating a veteran honor plaque.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9 (one potential case).

At 3:24 p.m. the City Council moved into closed session.

At 3:45 p.m. the City Council reconvened in open session and Assistant City Attorney Castro reported that the City Council will move back into closed session at the conclusion of the Public Hearing.

PUBLIC HEARING

1. Public hearing to consider and review the status of default, entitlements, and termination of development agreement with Odyssey Agricultural Development, LLC, Odyssey Agricultural Holdings, LLC, and Valley Agricultural Holdings, LLC, regarding the construction and operation of a cannabis cultivation, processing, and distribution facility on approximately 36 acres (portion of APN 013-030-68ST) located at 418 West Belmont Ave, Mendota, California 93640. At a special meeting on January 18, 2023, the Planning Commission voted, 5-0, to recommend the City City Council: (1) consider implementing a revised tax structure; and (2) consider and approve the developers' proposed repayment plan.

Mayor Martinez introduced the item and City Manager Gonzalez deferred to Assistant City Attorney Castro who provided the report.

Mayor Martinez opened the hearing to the public.

Alex Freedman (President and General Counsel of Odyssey Agricultural Development [“Odyssey”]) – provided an update on the Odyssey development, including financial issues that the business is facing; their vision for future business with the City; the issues being faced by the cannabis industry; shared his legal background; and requested that the City Council consider the Planning Commission’s recommendation.

Dariana Martinez – commented on her positive experience working for Odyssey; the struggles faced by the farm and the skillsets she has acquired while working at the farm.

Juliana – commented on her positive experience working for Odyssey.

Alma – commented on her positive experience working for Odyssey and shared her excitement for the upcoming farming year.

Cano Singh – voiced his support for Odyssey; commented on his positive experience working with Odyssey; and requested that City Council negotiate with Odyssey and reach an agreement with Odyssey that benefits both parties.

Tony Lopez – commented on Odyssey contracting with his business and requested that City Council negotiate with Odyssey and reach an agreement with Odyssey that benefits both parties.

Ulysses Rivas – commented on his positive working experience with Odyssey and his desire to continue working for them.

Elvia Lopez – commented on her positive experience working for Odyssey and shared that she is thankful for employment that is close to home.

Jocelyn Cortez – commented on her positive experience working for Odyssey.

Darwin Alfaro – stated that he is appreciative of Odyssey and for the chance to work close to home.

Luis Antonio – stated that he is grateful that Odyssey provides employment close to home.

Jose – shared his positive experience working with Odyssey and that he is grateful for employment close to home; and stated that he hopes Odyssey remains operational.

Kevin Ramos – thanked Odyssey for the employment opportunity.

Oscar Heriberto – shared his background and positive experience working with Odyssey and stated that he is grateful for employment close to home.

Marvin Lopez – commented on his positive working experience with Odyssey and stated that he hopes Odyssey remains operational.

Marcela – shared her positive experience working with Odyssey and that she is grateful for the employment opportunity.

Idalia Gonzalez – shared her background and her positive working experience with Odyssey.

Cano Singh – commented on the employment opportunities provided by Odyssey and asked that the City Council take it into consideration.

Sergio Valdez – commented on the item and requested that City Council negotiate with Odyssey and reach an agreement with Odyssey that benefits both parties.

Discussion was held by the City Council on Odyssey's investments.

Alex Freedman – provided information on Odyssey's investments.

Discussion was held by the City Council on the outstanding public benefits fees owed by Odyssey.

Aaron Mamman – shared his background and provided an update on the Odyssey development, including financial issues that the business is facing; their vision for future business with the City; the issues being faced by the cannabis industry; Odyssey requiring additional time to pay the outstanding fees; and the business's desire to remain in Mendota.

Sergio Valdez – requested clarification on comments made by Mr. Mamman.

Alex Freedman – provided additional information regarding the Odyssey development in response to Mr. Valdez's question.

Discussion was held by City Council on the item, including the outstanding public benefits fees owed by Odyssey, and outstanding invoices that Odyssey has with local contractors.

Cano Singh – commented on the discussion held by the City Council.

Discussion was held by City Council on the item, including an incident where Odyssey paid their employees late, and financial struggles faced by businesses in the past and how the community persevered.

Mayor Martinez closed the hearing the public.

Discussion was held by the City Council on the item.

A motion was made by Mayor Martinez to terminate the development agreement with Odyssey Agricultural Development, LLC, Odyssey Agricultural Holdings, LLC, and Valley Agricultural Holdings, LLC, seconded by Mayor Pro Tem Lopez.

City Clerk Cabrera-Garcia announced that a roll call vote would be conducted to consider the motion to terminate the development agreement with Odyssey Agricultural Development, LLC, Odyssey Agricultural Holdings, LLC, and Valley Agricultural Holdings, LLC.

Roll Call vote:

Mayor Martinez: Yes; Mayor Pro Tem Lopez: Yes; City Council Member Alonso: Yes; City Council Member Riofrio: Yes; City Council Member Rosales: Yes

The motion to terminate the contract with Odyssey Agricultural Development, LLC, Odyssey Agricultural Holdings, LLC, and Valley Agricultural Holdings, LLC was unanimously approved by a vote of five (5) ayes.

CLOSED SESSION CONTINUED

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9 (one potential case).

At 4:51 p.m. the City Council moved into closed session.

At 5:12 p.m. the City Council reconvened in open session and Assistant City Attorney Castro stated that there was no reportable action.

ADJOURNMENT

With no more business to be brought before the City Council, a motion for adjournment was made at 5:12 p.m. by City Council Member Riofrio, seconded by City Council Member Alonso; unanimously approved (5 ayes).

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
01/18/2023 - 02/07/2023
CK# 52788 - 52895

Date	Check #	Check Amount	Vendor	Department	Description
January 18, 2023	52788	\$ 145.03	ARAMARK	WATER,SEWER, GENERAL	PUBLIC WORKS UNIFORM SERVICES FOR 12/29/22
January 18, 2023	52789	\$ 136.01	DBA BOBCAT OF FRESNO	WATER,SEWER,STREETS	COUPLER MALE 90,COUPLER FEMA 90
January 18, 2023	52790	\$ 425.18	BSK ASSOCIATES	SEWER, WATER	WW WEEKLY GRAB SAMPLE BOD,TDS 12/20/22, GENERAL EDT WEEKLY TREATMENT&DISTRIBUTION 12/20/22
January 18, 2023	52791	\$ 105.30	CALIFORNIA BUILDING STANDARDS	GENERAL	BUILDING STANDARDS ADMIN FEES 07/01/22-09/30/22
January 18, 2023	52792	\$ 206.40	DIVISION OF THE STATE ARCHITEC	GENERAL	DISABILITY ACCESS & EDUCATION FEE QTRLY 7/1-9/20/22
January 18, 2023	52793	\$ 2,058.07	CENTRAL VALLEY VETERINARY CLINIC	GENERAL	(1) VACCINE CLINIC, 94CT RABIES, 94CT DAPP
January 18, 2023	52794	\$ 1,133.03	CROWN SERVICES CO.	GENERAL	TOILET 1XWK 1000 AIRPORT BLVD BLDG #A (PD), REMOVAL OF TOILETS W/SINK 350 SORENSEN- SOCCER FIELD
		VOID			
January 18, 2023	52796	\$ 217.70	DEPT. OF CONSERVATION	GENERAL	STRONG MOTION INSTR & SEISMIC HAZARD MAP (7/1/22-9/30/22)
January 18, 2023	52797	\$ 179.83	HARBOR FREIGHT TOOLS	WATER, SEWER, STREETS	6IN MINI HACKSAW, 400W/800W & 1000W/2000W POWER INVERTER
January 18, 2023	52798	\$ 3,842.00	INLAND POTABLE SERVICES, INC.	WATER	CLEAN AND INSPECT 1MG TANK #2 10/26/22
January 18, 2023	52799	\$ 275.00	INSYARATH, KHAMPHOU	GENERAL	POLICE STATISTICS FOR DECEMBER 2022
January 18, 2023	52800	\$ 1,443.68	KOPPEL & GRUBER	GENERAL, LLMD	CFD NO.2006-1 ANNUAL ADMINISTRATION OCT-DEC 2022
January 18, 2023	52801	\$ 5,990.03	LIGHTHOUSE ELECTRICAL INC	WATER	L7189 PLC UPGRADES 6004T INVOICE 4 OF 4 COMPLETION
January 18, 2023	52802	\$ 1,844.50	MID VALLEY DISPOSAL, INC.	STREETS, REFUSE	ROLL OFF BIN EXCHANGE 10Y QTY:5.71, 10Y QTY:4.88, QTY:3.43
January 18, 2023	52803	\$ 1,577.22	RAMON'S TIRE &	GENERAL	DODGE CHARGER #M85: TIRE INSTALL PACKAGE AND 2018 FORD POLICE INTERCEP: TIRE INSTAL PACKAGE (PD)
January 18, 2023	52804	\$ 535.00	PEST TECH MASTER	GENERAL,WATER,SEWER	PEST CONTROL SERVICES ROJAS PIERCE PARK- 12/27/22 PEST CONTROL SERVICES CITYHLL/DMV/YOUTH CENT 12/27
January 18, 2023	52805	\$ 1,619.27	THE WATER CONNECTION	WATER	(2) 2022 BACKFLOW REPAIRS:691 OLLER, 218 OLLER
January 18, 2023	52806	\$ 583.89	TRIANGLE ROCK PRODUCTS.LLC	STREETS	3/4 CL 2 BASE AGG&ASPHALT QTY:16.68 STREETS 3/4IN CL 2 BASE AGG&ASPHALT QTY:17.21
January 18, 2023	52807	\$ 58.82	VALLEY FARM SUPPLY STORES INC.	GENERAL	(2) STIHL AUTOCUT 25-2 NO BLISTER
January 18, 2023	52808	\$ 1,093.29	VULCAN MATERIALS COMPANY	STREETS	COLD MIX 3/8 SC8 AGG&ASPHALT - POTHOLES
January 18, 2023	52809	\$ 66.96	WECO	GENERAL,WATER,SEWER	RENT CYL ACETYLENE #4, OXYGEN D, OXYGEN K DEC 2022
January 18, 2023	52810	\$ 30,440.47	GUTHRIE PETROLEUM INC	GENERAL,WATER,SEWER	DIESEL FUEL NO.2 QTY:2500 & STATE TAX UNLEADED GASOLINE 10% ETHANOL QTY:5861& STATE TAX
January 18, 2023	52811	\$ 85,230.73	PROVOST & PRITCHARD	GENERAL,WATER,STREETS	PROFESSIONAL SERVICE- OCTOBER 2022: WELL NO.10 & EXTENSION WATER , ROJAS PIERCE PARK IMPROVEMENT
January 18, 2023	52812	\$ 609.99	WESTAMERICA BANK	GENERAL	JEEP CHEROKEE VEHICLE LOAN PAYMENT JANUARY 2023
January 18, 2023	52813	\$ 133,006.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 01/02/23-01/15/23
January 24, 2023	52814	\$ 24,463.28	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR FEBRUARY 2023
January 24, 2023	52815	\$ 549.56	AFLAC	GENERAL	AFLAC INSURANCES FOR JANUARY 2023
January 24, 2023	52816	\$ 46.31	AIRGAS USA, LLC	WATER	CYLINDER RENTAL SMALL CARBON DIOXIDE DECEMBER 2022
January 24, 2023	52817	\$ 501.41	COMCAST BUSINESS	GENERAL	FRESNO COUNTY SHERRIFF TO MENDOTA PD CIRCUIT JANUARY 2023

CITY OF MENDOTA
CASH DISBURSEMENTS
01/18/2023 - 02/07/2023
CK# 52788 - 52895

January 24, 2023	52818	\$ 168.83	CORELOGIC INFORMATION	GENERAL,WATER,SEWER	REAL QUEST SERVICES 12/1/22-12/31/22
January 24, 2023	52819	\$ 274.59	CROWN SERVICES CO.	GENERAL	TOILET W SINK 1XWK- 3699 BASS AVE
January 24, 2023	52820	\$ 230.00	DALE DRUMMOND POLYGRAPH SERVIC	GENERAL	(1) POLYGRAPH REPORT(PD)
January 24, 2023	52821	\$ 1,600.00	DELTA SAND, GRAVEL & RECYCLING	SEWER,STREETS	CLASS II AG BASE ROCK QTY:2 STREETS
January 24, 2023	52822	\$ 378.00	DEPARTMENT OF JUSTICE	GENERAL	(2) FINGERPRINT, (1) CHILD ABUSE, (1) PO- DEC.22 (8) BLOOD ALCOHOL ANALYSIS DECEMBER 2022 (PD)
January 24, 2023	52823	\$ 574.94	M.C REPAIRS FULL DIAGNOSTIC	GENERAL	M83-POLICE INT A/C HEATER & BRAKE PADS R&R, 2018 JEEP CHEROKEE - PURGE HOSE MOPAR M90 (PD)
January 24, 2023	52824	\$ 81.75	MENDOTA 1 SMOG	GENERAL,SEWER,STREETS	1999 FORD PICKUP- SMOG INSPECTION
January 24, 2023	52825	\$ 3,736.61	METRO UNIFORM	GENERAL	EXPLORERS PROGRAM UNIFORMS (PD)
January 24, 2023	52826	\$ 85,937.97	MID VALLEY DISPOSAL, INC.	REFUSE	SANITATION CONTRACT SERVICES DECEMBER BILL 2022
January 24, 2023	52827	\$ 1,886.76	MUTUAL OF OMAHA	GENERAL	LIFE AD&DMLTD,STD INSURANCE FOR FEBRUARY 2023
January 24, 2023	52828	\$ 17,485.00	PRICE, PAIGE & COMPANY	GENERAL,STREETS, WATER	PROF SERV RE: 06/30/22 AUDITED FINANCIAL STATEMENTS
January 24, 2023	52829	\$ 2,408.03	PROFORCE LAW ENFORCEMENT	GENERAL	(3) AGU 40 SW 180 GR (2) AGU 556 62 GR (PD)
January 24, 2023	52830	\$ 335.50	PURL'S SHEETMETAL & AIR	GENERAL	DIAGNOSTIC-TEST SYS REMOTE FOUND FAN WAS SET TO ON DIAGNOSTIC & FILTERS FOR CITY HALL
January 24, 2023	52831	\$ 702.40	RAMON'S TIRE & SERVICE	GENERAL,STREETS	FORD EXPLORER #89- TIRE INSTALL PACKAGE, LOADER 544 J#65:(1)25 THIN O-RING,TIRELIFE 1 GAL
January 24, 2023	52832	\$ 9,246.04	TRASHCANS WAREHOUSE	REFUSE	SPLIT TWO-STREAM RECYCLING & WASTE BARREL QTY:7
January 24, 2023	52833	\$ 30.40	SEBASTIAN	GENERAL	SECURITY SERVICES 12/21/22-1/20/23 (PD)
January 24, 2023	52834	\$ 145.77	SIERRA DISPLAY, INC.	GENERAL	(100 EACH) - WATT BURNING LAMP- RED, GREEN, & CLEAR- CHRISTMAS DECORATIONS
January 24, 2023	52835	\$ 67,528.00	SIGNATURE PUBLIC FUNDING	WATER,REFUSE	SOLAR GENTRATING FACILITIES &INTERGRATED SWITCH VFD
January 24, 2023	6533.72	\$ 6,533.72	SORENSEN MACHINE WORKS	GENERAL,WATER,STREETS	CITYWIDE DEPARTMENT SUPPLIES, NOVEMBER & DECEMBER 2022
January 24, 2023	52837	\$ 386.80	UNION PACIFIC RAILROAD COMPANY	STREETS	ROADWAY-RENT FOR FEBRUARY 2023 10TH, MARIE, BELMONT
January 24, 2023	52838	\$ 155.00	STATE WATER RESOURCES CONTROL	REFUSE	WWTP STATE EXAMINATION FEES R.BAEZA (1/17/23)
January 24, 2023	52839	\$ 580.20	THE WATER CONNECTION	WATER	(3) 2022 BACKFLOW REPAIRS: 1490 4TH, 295 NAPLES
January 24, 2023	52840	\$ 120.00	TOP DOG TRAINING CENTER, LLC	GENERAL	(1) OFFICER VACA & YANOSH K-9 MAINTENANCE TRAINING
January 24, 2023	52841	\$ 200.00	UNITED HEALTH CENTERS	WATER, REFUSE	(1) PRE-EMPLOYMENT PHYSICAL EXAMINATIONS
January 24, 2023	52842	\$ 1,492.72	VERIZON WIRELESS	GENERAL, WATER,REFUSE	CITYWIDE CELLPHONE SERV-12/7/22-1/6/23
January 24, 2023	52843	\$ 150.00	VORTAL	GENERAL, WATER,REFUSE	CITY WEBSITE HOSTING AND MAINTENCE DECEMBER 2022
January 24, 2023	52844	\$ 4,039.00	WANGER JONES HELSLEY PC ATTORNY	REFUSE, GENERAL	SPECIAL LEGAL SERVICES 11/15/2022
January 27, 2023	52845	\$ 2,500.00	PG&E	GENERAL,WATER,REFUSE	1759 7TH STREET ENGINEERING ADVANCE P000097027 PD
January 27, 2023	52846	\$ 64.54	ADT SECURITY SERVICES	WATER	SECURITY SERVICES FOR WATER PLANT 02/04/23-03/03/23
January 27, 2023	52847	\$ 496.42	ARAMARK	GENERAL,WATER,SEWER	PUBLIC WORKS UNIFORM SERVICES FOR 01/05/23, 01/12/23,01/19/23,01/26/23
January 27, 2023	52848	\$ 879.06	BSK ASSOCIATES	WATER, SEWER	GENERAL EDT WKLY TREATMENT& DISTRIBUTION 12/27/22, GENERAL EDT MONTHLY 01/03/23

CITY OF MENDOTA
CASH DISBURSEMENTS
01/18/2023 - 02/07/2023
CK# 52788 - 52895

January 27, 2023	52849	\$ 341.19	CHEMSEARCH	SEWER	CHERRY FLOW 5 GL DECEMBER 2022
January 27, 2023	52850	\$ 944.01	CORBIN WILLITS SY'S INC.	GENERAL,WATER,SEWER	ENHANCEMENT AND SERVICES FEES FEBRUARY 2023 MOMS
January 27, 2023	52851	\$ 280.65	GRAINGER INC.	WATER	FLUOR BALLAST ELECTRONIC INSTANT 38W QTY:9
January 27, 2023	52852	\$ 185.00	INTERNATIONAL INSTITUTE	GENERAL,WATER,SEWER	CITY CLERK MEMBERSHIP RENEWAL FOR 3/2023-03/2024
January 27, 2023	52853	\$ 399.98	MENDOTA 1 SMOG	STREETS,GENERAL,WATER	2006 FORD ECONLINE: SMOG INSPECTION, 2018 RAM 1500 LARAME: SMOG CHECK,OIL CHANGE,TIRE
January 27, 2023	52854	\$ 577.91	METRO UNIFORM	GENERAL	SOFTSHELL BLK, MENDOTA SHLD PATCH, NAMETAPE, PROPPER 720 BELT,TACLITE TDU PANT GRN QTY:2(PD)
January 27, 2023	52855	\$ 975.08	MID VALLEY DISPOSAL, INC	REFUSE	SERVICE FOR DECEMBER: CITY YARD REFUSE AND ORGANICS
January 27, 2023	52856	\$ 438.24	MUNICIPAL MAINTENANCE EQUIPMENT	STREETS	G/B HUB ASSY. QTY:1 STREET SWEEPER
January 27, 2023	52857	\$ 1,107.33	OFFICE DEPOT	GENERAL,WATER,SEWER	(1) CARDSTOCK PAPER, BATTERY AA 36PK, (1)STAMP FOR BUILDING DEPARTMENT PLANS (2)BRAND CLASSIFIED FOLDERS
January 27, 2023	52858	\$ 52,252.71	PG&E	GENERAL,WATER,SEWER, STREETS	WATER AND CITYWIDE UTILITIES 12/08/22-01/06/23
January 27, 2023	52859	\$ 1,082.13	PURCHASE POWER	GENERAL,WATER,SEWER	POSTAGE METER 12/14/22-12/15/22
January 27, 2023	52860	\$ 555.00	RED WING BUSINESS ADVANTAGE	WATER,REFUSE	(3) BOOT REPLACEMENT PER MOU
January 27, 2023	52861	\$ 1,265.50	UNION PACIFIC RAILROAD COMPANY	STREETS	PROJECT ENGINEERING STPL-5285 WESTSIDE LINE
January 27, 2023	52862	\$ 7,970.00	STATE WATER RESOURCES	WATER,REFUSE	ANNUAL PERMIT FEE- CITY OF MENDOTA 1/1/23-12/31-23, ANNUAL PERMIT FY 22/23 WASTE DISCHARGE REQUIREMENT
January 27, 2023	52863	\$ 204.78	SUNNYSIDE TROPHY	WATER,GENERAL,REFUSE	(2) 9X12 EMPLOYEE OF THE YR PLATES ADMIN & PBLIC WORKS
January 27, 2023	52864	\$ 535.00	MARK ANTHONY DUARTE	GENERAL,WATER,SEWER	PEST CONTROL SERVICES FOR WWT OFFICE, 01/24/23 ROJAS-PIERCE PARK SERVICE GROUNDS FOR GOPHER MOUND
January 27, 2023	52865	\$ 327.31	HOME DEPOT CREDIT CARD	STREETS REFUSE	(1) 3-1/2" ELECTRICIAN'S CASE, RIDGID 4 GAL VAC, 1500-WATT DIDGITAL TOWER CERAM QTY:1
January 27, 2023	52866	\$ 120.00	TOP DOG TRAINING CENTER, LLC	GENERAL	(1) K-9 MAINTENANCE TRAINING- OFFICER VACA AND YANOSCH
January 27, 2023	52867	\$ 1,817.24	TRIANGLE ROCK PRODUCTS,LLC	STREETS	ST 3/8 CM SC3000 AGG&ASPHALT QTY:8.76 POTHOLES, WASHED CONCRETE SAND FOR STORM QTY:16.82
January 27, 2023	52868	\$ 138.67	UNIFIRST CORPORATION	GENERAL,WATER,SEWER	JANITORIAL SUPPLIES: (3) 4X6 COM MATS, (1) WET MOP, (3) DRY MOPS, CLOTHS
January 27, 2023	52869	\$ 573.74	VULCAN MATERIALS COMPANY	STREETS	COLD MIX 3/8 SC8 AGG&ASPHALT QTY:5.32 POTHOLES
January 27, 2023	52870	\$ 19,702.00	WANGER JONES HELSLEY PC ATTORNY	GENERAL,WATER,SEWER	LEGAL SERVICE: GENERAL LEGAL SERV, AND SPECIAL LEGAL SERVICES 12/15/22
February 1, 2023	52871	\$ 119,873.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 01/16/23-01/29/23
February 7, 2023	52872	\$ 862.14	ACME ROTARY BROOM SERVICE	STREETS	(1) 58" 413 HUB SCHWARZE AVALANCHE MAIN BROOM
February 7, 2023	52873	\$ 336.92	ADT SECURITY SERVICES	GENERAL,WATER,REFUSE	SECURITY SERVICES 02/11/23-03/12/23 EDD,DMV,CH
February 7, 2023	52874	\$ 6,150.48	AMERITAS GROUP	GENERAL	VISION AND DENTAL INSURANCE FOR MARCH 2023
February 7, 2023	52875	\$ 125.52	ARAMARK	GENERAL	(4) CUSTOM EMBROIDERY SHIRTS FRONT STAFF
February 7, 2023	52876	\$ 704.93	AT&T	GENERAL,WATER,REFUSE	CITYWIDE PHONE SERVICES 12/25/22-01/24/23
February 7, 2023	52877	\$ 1,407.02	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT CELL SERVICE. 12/12/22-01/11/23
February 7, 2023	52878	\$ 18,000.00	BYRON R. BAKER	GENERAL	RENTAL LEASE PAYMENT FOR POLICE DEPARTMENT BUILDING JANUARY THROUGH JUNE 2023
February 7, 2023	52879	\$ 540.00	BSK ASSOCIATES	WATER,SEWER	WW WEEKLY GRAB SAMPLE BOD, TDS 01/10/23, GENERAL EDT WEEKLY TREATMENT&DISTRIBUTION 01/24/23

CITY OF MENDOTA
 CASH DISBURSEMENTS
 01/18/2023 - 02/07/2023
 CK# 52788 - 52895

February 7, 2023	52880	\$ 342.96	CHEMSEARCH	SEWER	CHERRY FLOW 5 GL JANUARY 202 (WWTP)
February 7, 2023	52881	\$ 61.30	COLONIAL LIFE	GENERAL	LIFE INSURANCE PREMIUMS FOR JANUARY 2023
February 7, 2023	52882	\$ 2,031.64	COMCAST	GENERAL, WATER REFUSE	CITYWIDE XFINITY PHONE & INTERNET 02/06/23-03/05/23
February 7, 2023	52883	\$ 15,100.70	EMPLOYER DRIVEN INSURANCE SERVICE	GENERAL	BILLING SUMMARY JANUARY - MARCH 2023 MEDICAL, DENTAL, VISION
February 7, 2023	52884	\$ 302.98	LEAF	GENERAL, WATER, REFUSE	(2) KYROCERA COPIER LEASE PAYMENT 01/21/23
February 7, 2023	52885	\$ 73,997.80	PROVOST & PRITCHARD	GENERAL, WATER, SEWER, STREETS	PROF SERV CONSTRUCTION WELL NO 10& EXT TRAN MAIN, PROF SERV DECEMBER 2022 METER READING PROJ
February 7, 2023	52886	\$ 33,238.66	RRM DESIGN GROUP	GENERAL, WATER, SEWER	MENDOTA POLICE STATION CONSTRUCTION DOCUMENTS: DECEMBER 12TH, 2023 AND JANUARY 21ST, 2023
February 7, 2023	52887	\$ 22.50	SAN JOAQUIN RIVER GROUNDWATER	WATER	GROUNDWATER SUSTAINABILITY- MOU EXPENSES NOVEMBER 2022
February 7, 2023	52888	\$ 4,179.88	BANKCARD CENTER	GENERAL, WATER, SEWER	AMAZON MARKET PLACE, ADOBE, MCCLATCHY ADVERTISING, CHEWY.COM, ZOOM
February 7, 2023	52889	\$ 1,138.51	THE BATTERY EXCHANGE LLC	STREETS	NEW GVOLT BOLT QTY:8
February 7, 2023	52890	\$ 609.99	WESTAMERICA BANK	GENERAL, WATER, SEWER	JEEP CHEROKEE VEHICLE LOAN PAYMENT FEBRUARY 2023
February 7, 2023	52891	\$ 61.26	MILTON A. BARRERA TORRES	WATER	MQ CUSTOMER REFUND FOR BAR0062
February 7, 2023	52892	\$ 34.64	MIGUEL REYES	WATER	MQ CUSTOMER REFUND FOR COR0022
February 7, 2023	52893	\$ 61.26	MIRIAM DE LA CRUZ	WATER	MQ CUSTOMER REFUND FOR CRU0039
February 7, 2023	52894	\$ 10.25	MARIO & BAUDELIA FUENTES	WATER	MQ CUSTOMER REFUND FOR FUE0006
February 7, 2023	52895	\$ 31.55	MIRIAM SANDOVAL	WATER	MQ CUSTOMER REFUND FOR SAN0115

\$ 879,751.37

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING A CONTRACT WITH THE FRESNO ARTS COUNCIL, INC. FOR THE TRANSPORTATION ART AGREEMENT CLEAN CALIFORNIA BEAUTIFICATION FUND CONTRIBUTION ADMINISTERED BY CALTRANS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY MATTERS RELATING THERETO
DATE: FEBRUARY 14, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-07, approving a contract with the Fresno Arts Council, Inc., for the Transportation Art Agreement Clean California Beautification Fund Contribution Administered by CALTRANS; and authorizing the City Manager to execute the agreement and any matters relating thereto?

BACKGROUND

The City of Mendota (“City”) approved entering into a cooperative agreement, the Transportation Art Agreement, with the State of California acting through its Department of Transportation, referred to as CALTRANS. Through this agreement, CALTRANS will provide funding to install art onto electric boxes located on the right-of-way at the intersection of Belmont Avenue and Derrick Avenue (State Route 33) and the intersection of 9th Street and Oller Street (State Route 180). As part of this agreement, the City must enter into an agreement with the Fresno Arts Council, Inc., with a scope of services to be performed.

ANALYSIS

CALTRANS has a project to beautify their right-of-way located in Mendota, CA. The Fresno Arts Council, Inc. has been called upon by CALTRANS to provide services for the selection of the art to be installed at the two locations in Mendota, CA, located on the intersection of Belmont Avenue and Derrick Avenue (State Route 33) and the intersection of 9th Street and Oller Street (State Route 180). The City must enter into a contract with the Fresno Arts Council, Inc. to perform services such as Art Selection Committee, coordination, and facilitation of up to four (4) Art Selection Committee meetings, prepare a Scope of Work for Public Art Call to Artists, coordinate and facilitate a pre-proposal meeting, and subcontract selected Artist(s).

CALTRANS has approved an amount of \$7,000.00 for services to be performed by the Fresno Art Council, Inc., and the City will be reimbursed. If a subcontracted selected artist/s is chosen for this project, an additional amount will be paid. This amount will be subject to approval and paid by CALTRANS. The Fresno Art Council, Inc. will inform the City throughout the project.

//

FISCAL IMPACT

\$7,000.00. This agreement has no fiscal impact on the City of Mendota. CALTRANS will provide the funding to reimburse the City of Mendota for the \$7,000.00. Any other expenses for a subcontractor artist will be subject to approval from CALTRANS.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-07, approving a contract with the Fresno Arts Council, Inc., for the Transportation Art Agreement Clean California Beautification Fund Contribution Administered by CALTRANS; and authorizing the City Manager to execute the agreement and any matters relating thereto.

Attachments:

1. Fresno Arts Council, Inc. Contract
2. Resolution No. 23-07

**CONTRACT
BETWEEN
CITY OF MENDOTA
AND
FRESNO ARTS COUNCIL, INC.**

This Contract, effective as of 2/14/2023 is made and entered into by and between **City of Mendota** (Contractor), a corporation whose office is located at 643 Quince Street, Mendota, CA 93640; to be represented by Cristian Gonzalez, City Manager, whose office is 643 Quince Street, Mendota, CA 93640 and **Fresno Arts Council, Inc.** (FAC), a California 501(c)3 corporation with offices at *1245 Van Ness, Fresno, CA 93721*.

RECITALS

Contractor, City of Mendota has determined the need for certain Art related services, and FAC has agreed to provide the same in accordance with the terms and conditions contained herein.

Therefore, for the consideration hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which the parties by their signatures below affirm, the parties do mutually agree as follows.

TERMS

The foregoing recitals are incorporated herein for all purposes as if fully set forth.

1. **SERVICES AND PERFORMANCE SCHEDULE**. FAC shall perform the services set forth in Exhibit A, Scope of Services, Performance Schedule, and Compensation (the “Services”), in accordance with the performance schedule established therein.

2. **INDEPENDENT CONTRACTOR**. FAC is an independent contractor and is not in a joint venture, partnership, principal-agent, or employer-employee relationship with the Contractor. As such, FAC shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the performance of the Services, and shall have sole direction and control over its employees, agents, servants, and lower-tier subcontractors. FAC, consistent with its status as an independent contractor, shall not hold itself out as, or claim to be, an officer, agent, representative, or employee of the Contractor, or allow its personnel to do so.

2. **COMPENSATION**. FAC shall perform the Services for the fixed price/lump sum amount of **SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000.00)**.

FAC will receive an additional amount of **XXXX (\$)** which will be payment for subcontracted selected artist/s for the identified project.

Contractor and FAC will not exceed the total amount of **XXXX (\$)**.

3. **INVOICES.** FAC shall submit its invoice to the Contractor promptly upon completion of all Services and obligations under the Contract.
4. **PAYMENT.** Contingent upon FAC's submittal of a proper invoice and supporting documentation, Contractor shall pay those undisputed amounts due and owing within 10 days.
5. **INSURANCE.** Contractor and FAC shall maintain insurance at their own cost and expense for the duration of this Contract. FAC does not provide insurance and will be held harmless in any subsequent contracts or subcontracts that the Contractor may enter into as a result of this agreement.
6. **NOTICES.** All required notices shall be given in writing, signed by the party giving notice, and delivered to the following address.

City of Mendota
643 Quince Street
Mendota, CA 93640
cristian@cityofmendota.com
Attention:
Cristian Gonzalez
City Manager

Fresno Arts Council, Inc.
1245 Van Ness
Fresno, CA 93721
Lilia@fresnoartscouncil.org
Attention:
Lilia G. Chavez
Executive Director

7. **ENTIRE AGREEMENT.** This Contract, consisting of this document and, Exhibit A, represents the entire and integrated agreement between the City of Mendota and the Fresno Arts Council and supersedes and replaces all prior and contemporaneous inducements, understandings, agreements, arrangements, negotiations, and representations, whether written or oral, with respect to the subject matter hereof. This Contract may not be modified except in writing, by an amendment signed by the parties hereto.

IN WITNESS WHEREOF, FAC and Contractor have duly executed this Contract, effective as of the date first written above.

CITY OF MENDOTA

FRESNO ARTS COUNCIL, INC.

By: _____

By: _____

Name: Cristian Gonzalez

Name: Lilia Gonzales Chavez

Title: City Manager

Title: Executive Director

EXHIBITS:

Exhibit A – Scope of Services and Performance Schedule

EXHIBIT A

SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

FAC shall perform the following Services and shall complete the Services according to the following schedule:

Projects: XXXX

1. (X)

2. (X)

Each of the projects identified above will follow the tasks noted below.

Task 1: Request for Proposals

- a. FAC shall prepare the Call to Artists
- b. FAC shall identify a list of artists to receive the Call to Artists
- c. FAC shall coordinate and facilitate a pre-proposal meeting

Task 2: Art Selection Committee Formation

- a. FAC shall, in conjunction with the Contractor, identify three (3) to 7 people to serve on the Art Selection Committee.
- b. FAC shall contact and obtain commitments from at least three (3) members to serve on the Art Selection Committee.

Task 3: Art Selection Meetings

- a. FAC shall coordinate up to four (4) meetings for the selection of art. Coordination refers to scheduling meetings to meet members' availability, identifying a location for the meeting, facilitating the meeting, and preparing a record of the meeting.
- b. The four (4) meetings are expected to consist of the following general agendas:
 - Meeting 1: Orientation to the project (project background; development and or review of the Call to Artist)
 - Meeting 2: Review of proposals received from artists; select up to three (3) artists for more refined proposals.
 - Meeting 3: Presentations from finalists; select artist(s)
 - Meeting 4: Contingency meeting if necessary

Task 4: Subcontract

- a. FAC shall subcontract with the selected artist/s as an agent of CONTRACTOR to provide artist payment for the project.

Deliverables:

- Art Selection Committee
- Coordination and facilitation of up to four (4) Art Selection Committee meetings
- Scope of Work for Public Art Call to Artists
- Coordinate and facilitate a pre-proposal meeting
- Subcontract selected Artist/s

Due: Work to be completed within months of full execution of this contract

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
A CONTRACT WITH FRESNO ARTS COUNCIL,
INC., FOR THE TRANSPORTATION ART
AGREEMENT CLEAN CALIFORNIA
BEAUTIFICATION FUND CONTRIBUTION
ADMINISTERED BY CALTRANS; AND
AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT AND ANY
MATTERS RELATING THERETO**

RESOLUTION NO. 23-07

WHEREAS, pursuant to Streets and Highways Code section 114, the City of Mendota ("City") approved a cooperative agreement for improvements to the State Highway System with the State of California acting through its Department of Transportation, referred to as CALTRANS; and

WHEREAS, pursuant to Streets and Highways Code section 91.42, CALTRANS is authorized to expend Clean California State Beautification Program of 2021 funds toward beautifying and cleaning up state highways and eligible projects toward that goal; and

WHEREAS, CALTRANS has called upon the Fresno Arts Council, Inc., to select art to be installed on electric boxes on their right-of-way located in Mendota, CA; and

WHEREAS, the City must enter into a contract with the Fresno Arts Council, Inc., to perform services for this project, with CALTRANS reimbursing the City for expenses.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota, that the City approves the contract with the Fresno Arts Council, Inc., in substantially the form on file with the City Clerk, and authorizes the City Manager to execute the agreement and any matters relating thereto.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of February, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE TRANSLATION SERVICES AGREEMENT WITH PATRICIA LYONS DBA LYONS INTERPRETING AND TRANSLATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT
DATE: FEBRUARY 14, 2023

ISSUE

Should the City Council adopt Resolution No. 23-08, approving the translation services agreement with Patricia Lyons DBA Lyons Interpreting And Translation and authorizing the City Manager to execute the agreement?

BACKGROUND

In March of 2020, the City Council adopted an Amended Policy (the “Policy”) regarding English-Spanish translation services at public meetings, which states that the City of Mendota (“City”) will make English-Spanish interpretation services available for all City Council regular meetings if they are requested at least 24 hours in advance.

In November 2020, the City entered into its first agreement with Patricia Lyons DBA Lyons Interpreting And Translation (“Patricia Lyons”) and has entered into annual agreements since then. The most recent agreement expired on February 4, 2023.

ANALYSIS

The terms of the proposed agreement with Patricia Lyons remain the same as the prior agreements, with the modification of the meeting hour minimum (which has been increased to 3 hours), the increase in per hour cost to \$150.00, and the inclusion of a travel time fee of \$50.00 per hour.

Staff did reach out to two (2) other translation and interpretation companies: Orchid Interpreting and Chang-Castillo and Associates. The terms provided by Orchid Interpreting would not allow the City to satisfy its Policy requirements, and the fees and terms Chang-Castillo and Associates provided were not financially feasible.

The proposed agreement with Patricia Lyons has been deemed acceptable by staff and would ensure that the City meets the requirements of its Policy.

FISCAL IMPACT

Approximately \$5,400 in initial costs, plus travel time fees and mileage reimbursements. There would be an additional costs if the City seeks additional services that are provided for in the agreement. The cost will be divided into three parts and paid by the Sewer, Water, and General funds.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-08, approving the translation services agreement with Patricia Lyons DBA Lyons Interpreting And Translation and authorizing the City Manager to execute the agreement.

Attachments:

1. Resolution No. 23-08
2. Exhibit "A" – Translation Services Agreement

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE TRANSLATION SERVICES AGREEMENT
WITH PATRICIA LYONS DBA LYONS
INTERPRETING AND TRANSLATION AND
AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT**

RESOLUTION NO. 23-08

WHEREAS, on March 10, 2020, the City of Mendota (“City”) adopted an Amended Policy Regarding English-Spanish Translation Services at Public Hearings, which states that the City will make English-Spanish Services available for all City Council regular meetings; and

WHEREAS, on November 11, 2020, the City and Patricia Lyons DBA Lyons Interpreting and Translation (“Patricia Lyons”) entered into a Translation Services Agreement (the “Agreement”) for a period of one (1) year, which expired on November 11, 2021; and

WHEREAS, on February 4, 2022, the City and Patricia Lyons entered into a second Agreement for a period of one (1) year, which expired on February 4, 2023; and

WHEREAS, the City and Patricia Lyons are prepared to enter into a new agreement setting forth the terms of the English-Spanish translation services to be rendered by Contractor to the City.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mendota that the Translation Services Agreement attached hereto as Exhibit “A” with Patricia Lyons DBA Lyons Interpreting and Translation is hereby approved and that the City Manager is hereby authorized to execute all documents required to effect the agreement.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of February, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

TRANSLATION SERVICES AGREEMENT

This Translation Services Agreement (“Agreement”) is entered into as of February ____, 2023 (“Effective Date”) by and between the City of Mendota (the “City”), a California municipal corporation, and Patricia Lyons DBA Lyons Interpreting and Translation, (“Contractor”) (collectively, the “Parties”) with reference to the following:

RECITALS

WHEREAS, on March 10, 2020, the City adopted an Amended Policy Regarding English-Spanish Translation Services at Public Hearings, which states that the City of Mendota will make English-Spanish Services available for all City Council regular meetings; and

WHEREAS, on November 11, 2020, the City and the Contractor entered into a Translation Services Agreement for a period of one (1) year, which expired on November 11, 2021; and

WHEREAS, on February 4, 2022, the City and the Contractor entered into a Translation Services Agreement for a period of one (1) year, which expired on February 4, 2023; and

WHEREAS, the City and Contractor are prepared to enter into a new agreement setting forth the terms of the English-Spanish translation services to be rendered by Contractor to the City.

NOW, THEREFORE, in exchange for the mutual promises and considerations stated herein, the Parties agree as follows:

AGREEMENT

1. **Term.** This Agreement shall terminate one (1) year after the Effective Date, unless otherwise terminated as follows:

- a. **Termination by the City.** Should Contractor default in performance of this Agreement or materially breach any of its provisions, the City, at the City’s option, may terminate this Agreement by giving written notification to Contractor.
- b. **Termination for Convenience of the City.** The City may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. This Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
- c. **Termination of Funding.** The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set

forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the City arising from this Agreement shall be immediately discharged. The City agrees to inform Contractor no later than thirty (30) calendar days after the City determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

2. Relationship of the Parties. It is the express intent of the Parties that Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of an employer and employee between the City and Contractor or any employee or agent of Contractor. Both Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

3. Qualifications. Contractor warrants that it has the necessary competence, experience, certifications, and qualifications for the services to be performed.

4. Scope of Services. Contractor agrees to perform English to Spanish, and Spanish to English, translation and interpretation services as set forth in this Agreement (the "Work"). Contractor shall not perform services other than those set forth in this Agreement unless approved in advance in writing by the City Manager stating the dollar value of the services, the method of payment, and any adjustment in Agreement time. All such services are to be coordinated with the City Manager and the results of such work shall be monitored by the City Manager or his or her designee.

- a. City Council Regular Meetings.** Contractor will ensure that it is available to perform the Work for all regular City Council meetings for the duration of this Agreement. The City shall confirm whether Contractor shall be required to attend a regular City Council meeting no later than twenty-four (24) hours before the meeting's scheduled start time. If Contractor attends the meeting, Contractor shall ensure its attendance until the meeting is adjourned. Contractor's failure to ensure availability for all regular City Council meetings, or its failure to attend meetings for which Contractor's services are requested until the meeting is adjourned, shall constitute a material breach of this Agreement.

Upon two (2) weeks' advance notice by Contractor and receipt of the City Manager's advance consent, issued at the City Manager's sole discretion, Contractor's failure or inability to attend a regular City Council meeting shall not be considered a breach of this Agreement so long as Contractor uses its best efforts to ensure that another qualified interpreter attends the meeting in Contractor's place ("Substitute Interpreter") and Contractor otherwise complies with the provisions of this Section 4(a). In the event a Substitute Interpreter is used for a regular City Council meeting, Contract

shall remain fully responsible for the Substitute interpreter's performance of Contractor's obligations under this Agreement, and the City shall have the right to seek redress from Contractor for any failure of the Substitute Interpreter to perform the obligations set forth in this Agreement or any liability arising from the Substitute Interpreter's performance of the Work. In the event a Substitute Interpreter cannot be used at a meeting, and a request has been made for translation services at said meeting, Contractor shall reimburse the City for the actual costs incurred in securing the services of another qualified interpreter.

- b. City Council Special Meetings.** Contractor will use its best efforts to ensure that it is available to perform the Work for all special City Council Meetings for the duration of this Agreement. The City shall endeavor to provide notice to Contractor of the City's need for Contractor's services at least twenty-four (24) hours before the special meeting's scheduled start time. If Contractor attends the meeting, Contractor shall ensure its attendance until the meeting is adjourned.
- c. Written Translation.** Contractor shall provide written translation of documents upon written request by the City for the duration of this Agreement as follows:

 - i. Material Under Five (5) Pages.** If the material to be translated consists of less than five (5) pages in length, the City shall provide Contractor with the material to be translated no later than three (3) business days before the translation of the written material is to be due. To the extent Contractor estimates the translation of a document will take longer than three (3) business days, Contractor shall provide a written estimate of when the translation shall be completed. The City maintains the discretion to refuse to use Contractor's services should translation of a document be estimated to take longer than three (3) business days. Contractor's failure to provide a written translation within three (3) business days, or within the time period agreed upon by the Parties, shall constitute a material breach of this Agreement.
 - ii. Material Five (5) Pages and Longer.** If the material to be translated consists of five (5) pages or more in length, the City shall provide Contractor with the material to be translated no later than five (5) business days before the translation of the written material is to be due. To the extent Contractor estimates the translation of a document will take longer than five (5) business days, Contractor shall provide a written estimate of when the translation shall be completed. The City maintains the discretion to refuse to use Contractor's services should translation of a document be estimated to take longer than five (5) business days. Contractor's failure to provide a written translation within five (5) business

days, or within the time period agreed upon by the Parties, shall constitute a material breach of this Agreement.

- iii. **Receipt and Review of Translation.** Upon receipt of a translation from Contractor, the City shall review the translation, and notify Contractor within 20 days of receiving the translation whether any changes or corrections are requested. Contractor shall correct, at no cost to the City, any errors made by Contractor. The Parties will ensure whenever possible that translated documents and documents to be translated are provided to the other party in a Word document.

5. **Method of Performing Services.** Contractor will determine the method, detail, and means to perform the above-described interpretation and translation services.

6. **Employment of Assistants.** Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. The City may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

7. **Compensation.** In consideration for the services performed by Contractor, the City agrees to pay Contractor a lump sum of \$5,400.00 ("Lump Sum Payment") due within fifteen (15) days of the execution of this Agreement. In addition, City shall pay Contractor additional payments for specified services as set forth below ("Additional Payments"):

- a. **City Council Meetings.** If Contractor attends twelve (12) regular City Council meetings, the City agrees to pay Contractor, in addition to the Lump Sum Payment, \$450.00 per subsequent meeting attended, starting with the thirteenth (13th) regular City Council meeting.
- b. **Special Meetings.** In addition to the Lump Sum Payment, the City shall pay Contractor \$450.00 per special meeting attended.
- c. **Written Translation.** The City shall pay Contractor for written translations based on the length of the document to be translated. The City shall pay Contractor \$50 per page of the document to be translated, regardless of the length of the translated document produced by Contractor. This amount shall be in addition to the Lump Sum Payment. If City requests modification of a written translation, other than to correct a mistake by Contractor, City shall pay \$20 per page.

To the extent Contractor fails to abide by the terms of Paragraph 4 of this Agreement, the City retains the discretion to deny compensation for the service provided in violation of Paragraph 4.

- d. **Invoices.** Contractor shall submit detailed invoices to the City for all services requiring Additional Payments.
- e. **Date for Payment.** The City will endeavor to make payments due to Contractor within fifteen (15) days of invoices being submitted from Contractor to the City, and approval and acceptance of the work by the City.
- f. **Expenses.** The City shall reimburse Contractor for the mileage incurred in traveling to any and all City Council Meetings or Special Meetings. The City will reimburse Contractor for mileage at the Internal Revenue Service's standard mileage rate in effect at the time of travel. In addition, the City will compensate the Contractor \$50.00 per hour for travel time. In order to obtain a mileage reimbursement and travel time compensation from the City, Contractor shall submit a written request to the City indicating the distance and hours traveled. Other than mileage costs and fees for travel time, Contractor shall be responsible for all costs and expenses incident to the performance of services for the City, including but not limited to, all costs of equipment provided by the Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all of Contractor's costs of doing business. The City shall not be responsible for any expense incurred by Contractor in performing services for the City.

8. **Tools and Instrumentalities.** Contractor shall supply all tools and instrumentalities required to perform the services under this Agreement, with the exception of headsets, which shall be provided by the City. Contractor is not required to purchase or rent any tools, equipment, or services from the City. Except as provided herein, City shall not provide supplies, materials, or other support to Contractor in the performance of the services and tasks described herein.

9. **Confidentiality.** All knowledge and information expressly identified by the City in writing as confidential which Contractor acquires during the term of this Agreement shall be maintained in confidentiality by Contractor and, except as expressly authorized by the City in writing, shall not be divulged or published by Contractor and shall not be authorized by Contractor to be divulged or published by others. Confidential information as applied in this section shall not include information which is or becomes available to the general public, so long as that information did not become available to the general public as a result of Contractor's breach of this section.

10. **Work Product.** Any and all writings and documents prepared or provided by Contractor pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of this Agreement. Contractor shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

11. **Professional Skill.** Contractor hereby acknowledges and agrees that Contractor is skilled in the translation profession and shall perform in accordance with the standards of said

profession necessary to perform the Work. The City is relying upon the skill of Contractor to do and perform the Work in a skillful manner and Contractor agrees to thus perform the Work. As such, the City's acceptance of Contractor's work shall not in any event operate as a release of Contractor from said professional standards.

12. Indemnification. To the greatest extent allowed by law, Contractor shall indemnify and hold the City harmless against any and all liability imposed or claimed, including attorneys' fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to property. Contractor agrees to maintain a policy of liability insurance in an amount determined appropriate by the City to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the City as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of the Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by the City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledged and agreed to the provisions of this Section and that it is a material element of consideration.

13. Professional Liability. Contractor shall provide proof of professional liability coverage satisfactory to the City prior to commencing work under this Agreement.

14. Workers' Compensation. For the duration of this Agreement, Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify the City for any and all claims arising out of any injury, disability, or death of any Contractor's employees or agents.

15. Compliance. All services under this Agreement shall be completed in compliance with all applicable federal, state and local laws, statutes, judicial decisions, regulations, ordinances, rules, and governmental restrictions, relating to or affecting or governing any portion of Contractor's services. Additionally, Contractor represents, warrants, and agrees that it will perform its services accordance with applicable industry standards for similar projects.

16. Notices. Any notice provided for herein or otherwise required must be given by overnight courier, electronic mail, or by certified United States mail, postage prepaid, addressed, to the respective addresses of the Parties at the addresses as set forth below:

City of Mendota
Attn: City Clerk
643 Quince St.
Mendota, CA 93640
Email: ccabrera@cityofmendota.com

Lyons Interpreting and Translation

Attn: Patricia Lyons
10593 N. Sierra Vista Ave.
Fresno, CA 93730
Email: lyonsinterpreting@yahoo.com

Either Party by notice to the other Party may change the person and the place to which notices are to be sent. Notices are effective as follows: (i) in the case of personal delivery, upon receipt by the party to whom notice is being given; (ii) in the case of delivery by certified or registered mail, on the third business day after the notice is sent; (ii) in the case of delivery by overnight delivery service, on the business day following the day the delivery service accepts the notice; or (iii) in the case of electronic mail, confirmation that the message has been sent.

15. Assignment: Successors and Assigns. Contractor may not assign this Agreement without the prior written consent of City, which may be withheld in City's sole, subjective discretion. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the Parties' respective representatives, successors and assigns.

16. State and Federal Taxes. As Contractor is not the City's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. The City will not withhold FICA (Social Security) from Contractor's payments;
- b. The City will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. The City will not withhold state or federal income tax from payment to Contractor;
- d. The City will not make disability insurance contributions on behalf of Contractor;
- e. The City will not obtain workers' compensation insurance on behalf of Contractor.

17. Records. It is understood and agreed that all data recorded on computer or computer records, files, reports, etc., in possession of Contractor relating to matters covered by this Agreement shall be the property of the City, and Contractor hereby agrees to deliver the same to the City upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

18. Entire Agreement. This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the Parties hereto, and shall supersede and replace all prior negotiations, agreements, and proposed agreements, written or oral, concerning the subject matter hereof.

19. Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services of expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

20. No Representations. Each Party hereto recognizes that, except as expressly specified herein, no other party, or agent or attorney of any other party has made any promise, representation, warranty, express or implied, concerning the subject matter hereof.

21. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of California. Venue regarding disputes or claims shall be Fresno County, California.

22. Construction. Throughout this Agreement, the singular shall include the plural and the plural shall include the singular, all genders shall be deemed to include other genders, wherever the context so requires, and the terms "including," "include" or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean "including, but not limited to," or "including, by way of example and not limitation."

23. Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

24. Execution of this Agreement. Each of the undersigned represents and warrants that it is authorized to execute this Agreement on behalf of the respective Parties to this Agreement and that this Agreement, when executed by those Parties, will become a valid and binding obligation enforceable in accordance with its terms.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the date hereinabove written.

CITY

By: _____

Date: _____

Name: Cristian Gonzalez

Its: City Manager

CONTRACTOR

By: _____

Date: _____

Name: Patricia Lyons

Its: Owner/Interpreter

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES & ASSISTANT CITY MANAGER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE PROPOSAL SUBMITTED BY NETXPERS, INC., FOR IT MANAGED SERVICES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE IT MANAGED SERVICES AGREEMENT AND ANY MATTERS RELATING THERETO
DATE: FEBRUARY 14, 2023

ISSUE

Should the City Council adopt Resolution No. 23-09, approving the proposal submitted by NetXperts, Inc., for IT Managed Services; and authorizing the City Manager to execute the IT Managed Services agreement and any matters relating thereto?

BACKGROUND

On September 2, 2022, City staff issued a Request for Proposals (“RFP”) for IT Managed Services. The RFP was advertised on the City’s website and a public notice was published in The Business Journal inviting interested parties to submit a proposal before the deadline. An addendum modifying the RFP was issued on September 21, 2022.

ANALYSIS

A total of five (5) qualified and responsive proposals were received by the September 30, 2022, submission deadline. City staff reviewed all proposals and elected to meet with the top three (3) respondents in a group setting to further discuss their proposals. (See Mendota Municipal Code, §§ 2.48.090, 2.48.100, 2.48.120.) As a result of that meeting, the respondents had the opportunity to discuss their proposals and provide a reduced cost proposal. Based on all of the information submitted and the City’s current IT professional Bart Fielder’s recommendation, City staff recommends that the City Council approve the proposal submitted by NetXperts, Inc. (“NetXperts”). A copy of the NetXperts proposal and IT Management Services contract is attached to this staff report. This proposal offers all of the items that were required as part of the City’s RFP and represents the most advantageous option addressing the City’s needs.

FISCAL IMPACT

A total of \$17,000, to be divided into three parts and paid by the Sewer, Water, and General funds, will be expended for the first year.

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RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-09, approving the proposal submitted by NetXperts for IT Managed Services; and authorizing the City Manager to execute the IT Managed Services agreement and all necessary documents related thereto.

Attachment(s):

1. NetXperts Proposal
2. NetXperts IT Management Services Contract
3. Resolution No. 23-09

RESPONSE TO:

CITY OF MENDOTA



RFP: IT MANAGED SERVICES

City of Mendota
643 Quince Street
Mendota, CA 93640
(559) 655-3291 Phone

Presented by:



1777 Botelho Drive, Suite 102 Walnut Creek, CA 94596
Ph: (800) 806-0800 Fax: (800) 806-0899

December 14th, 2022
City of Mendota
643 Quince Street
Mendota, CA 93640
(559) 655-3291 Phone

Re: City of Mendota IT Managed Services RFP

NetXperts, LLC is pleased to present this response to the City of Mendota IT Managed Services RFP. NetXperts is a leading local provider of network engineering, security, and integration solutions for California's schools and state, county, and municipal entities. NetXperts has received the request for proposal, and Addendum No 1 on September 21st, 2022 and have read, fully understand, and will comply with all criteria outlined. We meet all qualifications, and we understand and can comply with all requirements, and will align with City of Mendota to provide IT Managed Services. NetXperts proposal is an offer complete to scope of work and the offer, including the cost proposal and budget will be valid and binding for at least ninety (90) business days after the proposal due date and will become part of the contract negotiated with the City. NetXperts has reviewed, acknowledges and accepts the Standard Contract and Insurance Requirements by the City.

NetXperts has been providing technical network and security support to California state, local, and educational institutions for over 25 years. Applicable references have been provided in this proposal. NetXperts offers 90-day post installation support after the project has been completed and 1-year warranty against defects in workmanship. NetXperts uses materials that include a limited lifetime warranty. NetXperts is an "S" Corporation within the State of California and below you will find additional company information related to this opportunity.

- NetXperts SPIN#143031867
- NetXperts FRN# 0008302077
- NetXperts Small Business Certification ID# 33992
- NetXperts Seller's Permit is #SR-CHA-97-517755
- NetXperts California Contractor's License C-7 and C-10 license, #869161
- NetXperts meets all prevailing wage requirements; our DIR Registration is#1000003207

We are happy to answer any questions regarding our proposal. We look forward to the opportunity to serve as a trusted technical advisor and partner. NetXperts is honored to submit this proposal and we thank the public servants of the City of Mendota time in reviewing it.

Sincerely,



Gary Nordine
CEO, NetXperts, Inc.
P: (925) 806-0800, Ext. 144
gnordine@netxperts.com

Table of Contents

Letter of Transmittal	2
Table of Contents	3
Profile & Proposal	4
References	8
Staff	12
Cost of Services	25
Addendum	26

NetXperts Overview

NetXperts is a leading local provider of network engineering, security, and integration solutions for California's schools and state, county, and municipal entities. Since 1996, NetXperts' team of Certified Professionals have developed and consulted to a wide host of clients on the West Coast ranging from schools, state and local governments, libraries, airports, hospitals, and Fortune 500 companies. NetXperts employs over 75 full time employees, most of which are Senior Certified Network Engineers. Our headquarters is located at 1777 Botelho Drive, Ste 102, CA 94596 and with our branch office located in Ontario, California we are capable of providing 24- hour response times for our customers. NetXperts is an "S" Corporation within the State of California and carries both C-7 and C-10 Contractor's Licenses.

NetXperts has engineers located in various locations throughout the State of California that can be deployed to provide same-day response remote or on-site services as requested. These resources can assist immediately for remediation, hardware replacement, software replacement, consult, updates, patches, and/or assist with break/fix issues that cannot be resolved remotely. Our local Engineering bench is available within minutes when the County emails or calls the NOC/SOC help desk.

NetXperts, is a Ruckus Partner, and Cisco Gold Certified Partner that has built a reputation as a leader in network solutions and we have a large team of experienced professionals to deliver success for our clients. Some specific areas of our expertise include:

- Internet of Things
- Software Defined Networks
- Enterprise Routing & Switching
- Wireless LAN Design
- Low Voltage Cabling
- Fiber Optics
- Unified Communications, WebEx & Video Conferencing
- Security and Threat Defense
- Data Center Design and Configuration
- Video Surveillance & Distribution
- Core Infrastructure Design and Implementation
- Managed Services/Network Support

High Exposure Projects & Customers

NetXperts has completed high-end projects and provides ongoing managed IT services for multiple California governments and cities, K-12 School Districts, and many colleges in the state. Some examples of projects that we're currently working on or have recently completed include:

- San Francisco Airport

- Salesforce Transit Center
- San Jose Airport
- Port of Oakland
- Pittsburg Unified School District
- City of Concord
- County of Solano
- Contra Costa Water District

Industry Leading Technology

NetXperts is a leader in high technology solutions and one of few companies capable of offering a full spectrum of products, systems, and support services that help customers achieve their business goals. As a full-service integrator, we provide a single point of contact for turnkey technology solutions.

- **Procurement:** NetXperts holds partnerships agreements with many leading technology and distribution partners. This gives us access to wide range of technology solutions at a competitive price with unmatched availability.
- **Professional Services:** We combine the industry's finest technology solutions with virtually unmatched senior level technical expertise and support, through every stage of your project to include; planning, design, project plan, staging, implementation, testing, documentation, and long-term maintenance.
- **Network Operations Center and Security Operations Center:** Our post- deployment 24x7x365 services enable our customers to reduce operational costs, increase overall uptime & productivity and enjoy peace of mind knowing you are supported by the best in the Industry. NetXperts' 24x7x365 NOC/SOC allows us to identify and handle issues within minutes, allowing our engineers to be onsite within 30 minutes upon dispatch. As a Cisco Gold Partner for 22 years, we are given unlimited resources by the manufacturer that will benefit our valued customers day to day.
- **On-site Services:** NetXperts has engineers located in various locations throughout the state of California that can be deployed to provide on-site services as requested. These resources can provide assistance with pre and post projects, hardware replacement, software replacement and/or to assist with break/fix issues than cannot be resolved remotely.

Local Presence for NetXperts Customers

NetXperts' headquarters is located in Walnut Creek, California and has offices in both Ontario, CA and San Francisco. This local presence allows us to offer our customers the fastest response with our ability to be on-site for same day service. NetXperts can provide City of Mendota a local touch and dedicated focus from a team of local security engineers on-call and less than an hour away.

The NetXperts Advantage

Gary Nordine's business philosophy as CEO of NetXperts has always been to stay ahead of the Industry by having all of his engineers constantly learning, training, and obtaining the most current industry certifications. This keep NetXperts engineers up to date with new equipment and best practice procedures.

- **Cisco Gold Certification:** NetXperts is known as the Cisco "Go To" Senior Partner when it comes to complex Wireless LAN design and deployments. NetXperts' full time Routing/Switching & Data Center Certified Engineers are known as being the best in the industry, providing turnkey robust designs and providing "clean up", correcting problem deployments. With 5 Cisco CCIE's on staff, we can provide the best design and build short- and long-term technical standards with our customers. As a valued Technical Advisor, NetXperts has designed, deployed, and managed over 3000 sites in California.
- **Customer Service Excellence:** NetXperts received the Customer Service Award from Cisco due to our ability to solve critical customer issues the same day. NetXperts is dedicated to every customer to meet and exceed the expectations for high-level customer service.
- **Dedicated Project Manager:** Upon award, NetXperts shall provide a dedicated senior level Project Manager (PM), which oversees the project plan and Statement of Work (SOW), and adheres to the project schedule and delivery schedule for the City. The PM will be the single point-of-contact during the contract, which will streamline communications and provide quick response to the needs of the customer. The NetXperts PM will work daily with the assigned customer's staff to meet and exceed your expectations. See below for the contact information of the Project manager that will be assigned to you.

Eric Gutierrez
Project Manager
Office: (925) 806-0800 x302
egutierrez@NetXperts.com

- **Project Approach:** Our approach follow industry standard PPDIOO, Prepare, Plan, Design, Implement, Operate and Optimize. We firmly believe that preparation and planning make any challenges that come up during the project are just speed bumps on the way to a successful project. We also firmly believe that preparation and planning minimize any change orders, this leads to higher customer satisfaction. And most importantly we believe in the simple philosophy that the Customer Comes First!

Technical Approach

NetXperts will serve as a single trusted partner and advisor to the City of Mendota. We are confident in our ability to successfully manage the City's Environment as required.

NetXperts Approach:

NetXperts, Inc. leverages a services methodology approach that is termed PPDIIO:

- Prepare
- Plan
- Design
- Implement
- Operate
- Optimization

By leveraging this framework to successfully plan, design, implement, and support technology solutions, NetXperts, Inc. has helped many customers in the successful adoption and evolution of business networking and communication solutions.

Preparation and planning include discovery of business challenges and reviewing possible solutions that can address these issues. We will leverage subject matter experts to work through these phases. We will have success criteria developed at this time.

Planning and design come together in mapping business solutions that actually address objective needs. These phases look at different angles to see if actual issues have been addressed, cost, timing, and ROI evaluation.

Design and implementation include final review of design and timelines, beginning stages of project management come into play as we map out project plan, resources, obstacles, impending events and risks. Implementation and operation is where the rubber hits the road. We have come to agreements on the following areas: solution, design, costs, timeline and risks. We begin implementation and start implementing operating procedures and training.

During Operation and Optimization, the solution is deployed and either cutover or ready to be cutover, and training is complete; staff is ready to begin day-to-day operations of solution. Operation, monitoring, and maintenance are now in play and we are able to successfully begin measuring our success criteria. Optimization will be an ongoing process that happens when we find better ways to manage or operate your solution; this phase never ends.

NETXPPTS CUSTOMERS

REFERENCES



TRANSBAY JOINT POWERS AUTHORITY

Organization: Transbay Joint Powers Authority
 Contact: Jason Blick
 jblick@TJPA.org

Contract/Project Value:	2015-Current \$7.9 Million
Market Served:	Transit / Transportation
Technology:	IT Infrastructure; Wireless; Software; Fire walls
OEM/Partner:	Cisco
<p>Summary: The new Transit Center replaces the former Transbay Terminal in downtown San Francisco with a modern transit hub. Extending just south of Mission St. from Second to Beale Streets, the Transit Center will connect Bay Area counties and the State of California through several transportation systems, including AC Transit, BART, Caltrain, Greyhound, Muni, WestCAT Lynx, Amtrak, Paratransit and California’s future High Speed Rail from San Francisco to Los Angeles/Anaheim.</p> <p>Partnering with Webcor, NetXperts is tasked with fulfilling the following vital project scope: WLAN, Infrastructure, Software and Security Design, Consultation, Implementation, and Validation, and Execution. NetXperts successfully completed the following:</p> <ul style="list-style-type: none"> • Designed, Installed, Validated, and currently Managing: <ul style="list-style-type: none"> ○ Network Equipment <ul style="list-style-type: none"> • Server & Core Switches, Network equipment: <ul style="list-style-type: none"> • Nexus 9300 series: 9372PXE; 9396PX • Catalyst 9300 & 9500 Series • QUAD-SUP2T-10G VSL DESIGN • ASR1004-RP2 ○ Configuration Plan ○ Server Virtualization Equipment (High Availability) ○ Data Communications Software & Integration ○ WLAN ○ Voice Communication Telephone System ○ APs and Controllers <ul style="list-style-type: none"> • AIR-CT5520-K9 ○ FirePower installation <ul style="list-style-type: none"> • FirePower 4110 - FTD Cluster • Ensured: <ul style="list-style-type: none"> ○ End-to-end traffic flow ○ Inter-VLAN routing ○ Internet connectivity ○ Firewall rules updated & operational ○ VPN operational • Submit the following network diagrams: <ul style="list-style-type: none"> ○ Network topology diagram showing all hardware with exact interconnections. ○ MS Visio drawing showing appliances/devices, including interfaces, modules, power. • Conducted comprehensive Admin / End-user training and turn-key Operations hand-off. 	



Organization: Pittsburg Unified School District
Industry: Education
Contact: Chris Melodias
 cmelodias@pittsburg.k12.ca.us
 (925) 260-1618

Contract/Project Value:	2014 – Current \$6 Million
Market Served:	SLED
Technology:	Network, Data Center, Security, VoIP Wireless
OEM/Partner:	Cisco

The Pittsburg Unified School District (PUSD) serves over 12,000 students. The district has been able to provide their community with outstanding public programs and award-winning adult education school. The District is comprised of 17 sites.

NetXperts provided a turnkey solution to PUSD to leverage their current network infrastructure with replacement of certain EOS/EOL switches to support Wireless, Security Cameras, VOIP and Video Distribution. PUSD's old network infrastructure was not able to handle day to day need of a school district for supporting real time data and network traffic.

The Wireless solution included 1500 Cisco Access Points across the campus to enable students and staff with advanced learning applications and 1 to 1 initiative.

Cisco switches were deployed at each location as a Virtual Switching System (VSS) at the distribution layer to provide high availability and failover. Cisco switches were deployed as access switches with 10G uplinks to the at the distribution. Along with new WLAN solution, the Cisco ISE solution provided enhanced security to WLAN network. Wireless guest network, student and staff WLAN networks were secured using ISE solution. As part of this deployment, 2 Cisco UCS, VMware, vSphere was installed on blade servers on UCS B-series. All virtual machines from older Dell servers were migrated to new UCS solution.

NetXperts is providing ongoing 24x7 remote and on-site monitoring and support to Pittsburg Unified School District through NetXperts 24x7 Network Operation Center (NOC).

- We have performed several projects over the last 6 years, including:
 - Data Center
 - Security
 - VoIP
 - WLAN
 - Switch/Route
 - Electrical, Low Voltage Cabling, Paging, Safety



Organization: Peralta College District -
Berkeley City
College Merritt College
College of Alameda
Laney College

Industry: Education

Project Owner: Antoine Melouney, CTO

For quick response:

Daniel Park
 Information Technology - Network Services
 dpark@peralta.edu | 510.587.7850

Contract/Project Value:	Year : 2015-Current \$9M
Market Served:	Education
Technology:	Network Security; Hardware; Infrastructure Refresh; SMART Classrooms; SMART Locks
OEM/Partner:	Cisco

Results:

NetXperts designed and implemented VoIP, Wi-Fi, Network, SMART Classroom, SMART Locks and upgraded fiber and copper infrastructure at 3 of the Peralta College Campus's. Replacing the existing, where available, the older copper and partial fiber infrastructure with a 12 strand single mode fiber run to each IDF closet from the main MDF. Replacing all existing end of life Cisco hardware with a solution that meets the 21st century education experience for the students. NetXperts successfully implemented the following throughout the school:

- Refreshed WLAN, Configured and deployed 300+ VoIP phones, Security
- CNIC Cutovers
- SMART Classrooms
- Access Control
- Cisco anyconnect vpn for firepower threat defense
- FirePower
- Umbrella
- Intrusion Prevention
- Cisco ISE
- Dashboard Monitoring
- NOC Support
- Staff and Student Safety Initiatives
- Install Switches and UPS
- Successfully all required parameters for successful solution based on District meetings
- Deployed CAT6, SSM to each IDF closet back to MDF
- Cut Over 100's of IDF's and Multiple MDF's with 100's of Net Switches & Core Chassis
- NetXperts, Inc. completed this project successfully, on time and within budget.

NETXPERTS TEAM

KEY STAFF

SENIOR NETWORK CCIE ENGINEER

Jitendra Siyag

PROFILE

Jitendra has 15+ years of experience working as a full-time network engineer and has proven himself to be one of our best networking engineers. Jitendra specializes in network architecture, design, analysis, planning implementation, and maintenance.

TECHNICAL SKILLS

- Cisco ISR Routers and Catalyst and Nexus Switches
- Cisco 5500 Series Adaptive Security Appliance
- Cisco 4200 Series Intrusion prevention System
- Check Point (R65, R70, R71)
- Juniper Firewalls
- Juniper SRX and Net-screen firewalls.
- Security policy, Nat rules, DHCP forwarding, clustering etc.
- Riverbed Steelhead
- Optimization of rules, peering rules, failover, SSL settings, connection forwarding and TACACS.
- Troubleshooting for the unoptimized traffic, asymmetric routing, tcpdump, config backup and restoring.
- Forward and Reverse Proxies
- McAfee Web Gateway, Bluecoat ProxySG and Squid.
- Whitelist, blacklist, authentication bypass, cache bypass, anti-malware body capture.
- Troubleshooting, blocked sites, stale pages, authentication issues and other issues related to proxy.
- FS LTM & GTM
- Managing Big IP LTM (F5) Load Balancers in the Data Centers
- Configuring Virtual Servers, Pools for Load Balancing
- Configuring SSL Termination and SSL offloading
- Configuring Profiles for ready use.
- Using I-rules for special requests
- Managing Failovers

CERTIFICATIONS

- Cisco Certified Network Associate
- Cisco Data Center Unified Computing Support Specialist Cisco Certified Network Associate (Security)
- Cisco Data Center Unified Fabric Support Specialist Cisco Certified Security Professional
- Cisco Certified Network Professional (Data Center) Cisco Certified IOS Security Specialist
- CCIE (Security) (CCIE No. 27022)
- Cisco Certified IPS Specialist
- CCIE (Data Center) (CCIE No. 27022)
- Cisco Certified NAC Specialist
- Palo Alto Certified Network Security Expert (PCNSE)

SENIOR NETWORK ENGINEER & WLAN ENGINEER

Sachin Katteppura Rajegowda

PROFILE

Sachin has 8 years of experience working as a full-time network engineer and has proven himself to be one of our best engineers.

TECHNICAL SKILLS

- Programming & Scripting: C, Python, UNIX Shell.
- L2 Switches: Catalyst 2960, 3650, 3850, 4500E, 9000 Series; Meraki MS250, MS350Series, Juniper EX 4300, 2300 Series, QFX5100.
- L3 Switches: Catalyst 3850, 4500-X, 6800, 9500 Series, Juniper MX Series.
- Data Center Switches: Nexus 7000 Series, 5000 Series, 2000 Series FEXs, 9000 Series.
- Industrial Ethernet Switches: IE5000, IE4000 Series.
- Routers: ISR 3945, 4221, 4451 Series.
- Networking Software System: IOS, IOS-XE, IOS-XR, and NX-OS.
- Wireless LAN Controllers: 5508, 5520, 8540 Series.
- Access Points: AiroNet 1815, 2800, 3700, 3800, 1560, 1570 Series.
- SDN Controllers: ACI-APIC, APIC-EM, DNAC.
- Security: ISE, Stealth Watch, Umbrella, NGFW/NGIPS (ASA 5505, 5525-X).
- Simulation/Management Tools: Wireshark, Solar Winds, WCS, Prime, MSE, FMC, SMC,InfoBlox, Riverbed 6170 and 8170, IXIA Vision Edge 40 and 100.
- IP Routing: TCP/IPv4/IPv6, EIGRP, OSPF, BGP; MPLS: L2VPN, L3VPN, VPLS, VRF-Lite,MP-BGP
- LAN Switching: Ethernet 802.3, 802.1q VLAN, ARP, STP, RSTP, MST, LACP, PAGP, HSRP,VRRP, DHCP.
- WAN Technologies: PPP, PPPoE, GRE, DMVPN, IPsec.
- Multicast Protocols: PIM-SM/DM.
- Service Now and other ticket applications
- Other Technologies: Traffic filters, NAT, PAT, LISP, VxLAN, DNS, FTP, TFTP, PBR

CERTIFICATIONS

- Microsoft Technology Associate (Windows Server Administrator) MCID-14544737
- Cisco Certified Network Associate (R&S, DC), CSC013221028
- Cisco Certified Network Professional (Route, DCID), CSC013221028 CISCO SISE 2.1, C.N:7191

PROJECT MANAGER

Eric Gutierrez

PROFILE

A Project Manager with over 10 years of IT integration experience, Layers one through seven green field and brown field implementations. Work experience in the following areas of Networking, Data Communications Network Equipment, Data Communications Network Access Control & Firewalls, Data Communications Network Services and Management Systems, Wireless Local Area Network, Server Virtualization, Data Communication Software, Voice Communications Telephony System, Software Applications. Specialize in wireless design and implementations with Cisco, Aruba, Aerohive, Advanced Wireless solutions. RTLS solutions

NOTABLE PROJECTS

- Transbay Transit Center– (Data Communications implementation; 24 months;\$5.5M Project)
- Coalinga State Hospital – (Personal Duress Alarm System testing and implementation; 15 months; \$11M Project)
- Patton State Hospital – (Personal Duress Alarm System testing and implementation; 18 months; \$12M Project)
- Downey USD – (network and wireless infrastructure upgrade; 18 months; \$4M project)
- Laguna Honda (RTLS Solution 24 months + Service Contract)
- Porterville DGS (RTLS Solution) - Central Sanitation (Data Communications implementation)
- Greek Theater (Data Communications implementation + Access Point Installation)
- City of Murrieta (Data Communications implementation + Structured Cabling)
- Downey Unified School District (Data Communications implementation + Structured Cabling)
- Temple City Unified School District ((Data Communications implementation + Structured Cabling)
- City of Rancho Mirage (Data Communications implementation + Structured Cabling)
- Riverside Transit (Data Communications implementation + Structured Cabling)
- Valle Lindo Unified School District ((Data Communications implementation + Structured Cabling)
- San Diego Unified School District ((Data Communications implementation)

CERTIFICATIONS

- 2019 – Leviton Cabling Systems
- 2018 - OSHA Safety Orientation
- 2018 – Asbestos
- 2018 – EPA Renovator Certification
- 2016 –Aerohive wireless
- 2016 – Ekahau Site Survey
- 2017 – Stanley RTLS Solutions

AYSHA SIDDHIKHA HUSAINI BASHA

CCNP Enterprise Wireless and ACMP Certified Network Professional

TECHNICAL SKILLS

Switching Technologies: VLAN, VTP, STP, ARP, IEEE 802.1Q/AX, EtherChannel, MPLS, VPN

Routing Technologies: BGP, OSPF, EIGRP, RIP

Other Networking Technologies: DNS, FTP TCP, UDP, DHCP, ICMP, HSRP, VSRP, GLBP, NAT, GRE, IPsec

Cloud Providers: AWS

Network Monitoring: SolarWinds, Meraki, Datto RMM, Wireshark

Tools: NetFlow, Zenmap, Iperf, tcpdump, GNS3, OPNET, Cisco packet tracer

EXPERIENCE

Wireless Engineer - NetXperts Inc. (April 2021 - Present)

- Performed multiple successful network re-architectures that yielded huge cost savings (at least >30%) along with better performance and security.
- End to end network infrastructure planning and implementation, including LAN/WAN and Wi-Fi controllers, with focus on redundancy, scale and ease of operation
- Design new network architecture and execute implementations as per customer needs
- Maintain and support critical network infrastructure for International Airport, multiple educational institutions and transportation terminals.
- Hands on experience with Cisco, Meraki and Aruba Switches, Routers, and Access Points; Verkada Cameras and Access controllers.
- Provide continuous technical support and triaging for network alerts and incidents.

CERTIFICATIONS

- Cisco Certified Networking Professional - CCNP Enterprise (Oct 2021 – Oct 2024)
- Cisco Certified Specialist - Enterprise Core - ENCOR (Oct 2021 – Oct 2024)
- Cisco Certified Specialist - Enterprise Wireless Implementation - ENWLSI (Aug 2021 - Aug 2024)
- Cisco Certified Network Associate - CCNA (Mar 2021 - Mar 2024)
- Aruba Certified Mobility Professional - ACMP (Jul 2021 - Jul 2024)
- Aruba Certified Mobility Associate - ACMA (Jul 2021 - Jul 2024)

NetXperts Scope of Work

NetXperts will provide the following services as outlined below:

1. NetXperts, if selected as the IT Service Provider for City of Mendota, will meet or exceed all work specifications outlined in your scope of work. In addition, NetXperts will meet or exceed Scope of Services. NetXperts expertise in the implementation and post deployment managed services will ensure City of Mendota will have an efficient ongoing network 24x7x365 operations. NetXperts will be responsible to provide general and specialized support during normal business hours. After hour support may be needed for emergencies, planned server patching, maintenance and troubleshooting.
 - a. NetXperts shall run an initial assessment review of the inventory, update network diagram, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted by the 1st of the month no later than 2 months after the contract becomes effective and each March 1st thereafter as long as the contract is in force.
 - b. NetXperts shall provide desktop application support performance of basic support functions, including the installation of PC's, laptops, mobile devices, printers, peripherals, and office software; diagnosis and correction of desktop application problems, configuring of PC's, laptops and mobile devices for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer related hardware, to make available to City personnel upon request; and implementation of Help Desk procedures under policy constraints of the successful vendor.
 - c. NetXperts shall provide server and workstation administrative services management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems. Scheduling of preventive maintenance for equipment in the areas of coverage is properly and promptly performed; maintenance of records for all Help Desk tickets for on-site visits, remote support and telephone support is available; development of operations and quality assurance for backup plans and procedures are being followed. Configuration management, including changes, upgrades, patches, etc. is maintained; management of user login's and password security is documented; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.
 - d. NetXperts shall manage computer network and associated hardware, software, communications, and operating system necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Monitor server performance, back up schedule and capacity management services. Ensure scheduled preventive maintenance and back up for equipment is promptly performed; develop back-up and disaster recovery plans and procedural documentation for archive backup. Confidentiality of the information is vital. The selected vendor and their employees will be required to sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law. All vendor employees with access to the City network will be required to undergo fingerprint background checks at the vendor's expense, training, and be expected to maintain CJIS security standards at all times.
 - e. NetXperts shall provide all network administration services maintenance and support of network equipment, including switches, firewalls, routers, and other security devices is included. Installation and maintenance of printers, scanners, network devices et al; analysis, routine.

- f. NetXperts shall perform email, security and backup efforts maintenance of City email accounts using the City domain, adding, changing, and/or deleting City employee accounts as requested; maintenance of virus detection programs on the City servers and user computers and laptops; performance of periodic security audits, including notification of suspected breaches of security to the City designated person are required. Configuration of the City systems to enable remote access in a secure environment, with provisions for remote access administration, as requested by the City Designee is required. Requirements for a data backup policy, with procedures in place to handle daily, weekly, and monthly backup of the computer, data and information, email, and the like; program to restore systems and data if servers and/or computers go down, are required.
 - g. NetXperts shall maintain of virus/ malware detection and spam reduction programs on City servers, email and all other City computers, laptops, and tablets. Perform security audits as requested and notify City personnel immediately of suspected breaches of security
 - h. NetXperts shall provide technical leadership for all technology issues. Make recommendations for future purchasing and technology needs. Keep City up to date on new technology changes and uses that will enable the City to increase efficiency and reduce costs. Install equipment including new servers, software, and hardware and transfer data when required. Assist with policy formulation and application. Installation of new equipment, software, and transfer existing data when acquired, will be needed.
 - i. NetXperts shall provide assistance in public records key word searches through active and archived e-mail and network files of current and former employees. Preserve original metadata of e-mails and network files while saving contents to electronic files. With 26+ experience, NetXperts has a wealth of knowledge regarding California State Public Record Laws.
 - j. NetXperts shall provide, as needed troubleshooting and maintenance of City Council Chambers equipment (including audio and visual equipment).
 - k. NetXperts shall provide as needed maintenance and monitoring of Electronic Document Management Software (“EDMS”) server/connections and EDMS public portal connections.
2. NetXperts will provide an SLA upon award, and NetXperts will provide 24x7x365 service remotely via our NOC. NetXperts operates a Network Operation Center (NOC) 24x7, offering remote & on-site support on your network. NetXperts team of 35 Senior Network Engineers are available to assist the City of Mendota team on any voice, network, server, WIFI, or wireless issue 7 days a week, 24 hours a day.
3. NetXperts will provide technical support within minutes that meets the everchanging requirements and workload of Manager and City. NetXperts will research, evaluate, develop, review and implement operational process and procedures relating to the various support areas under City of Mendota scope of work. NetXperts service team shall open a ticket, record the information, monitor and manage each ticket day to day under the IT service desk. NetXperts is responsible for completing all tickets within the same day, if possible.

IT Service Desk Ticketing System

1. NetXperts shall propose and, upon approval from City of Mendota and the Manager, implement an IT Service Desk ticketing system to assist in service requests.
2. NetXperts open and resolve incident or service request records in the ticketing system for all requests.
3. NetXperts shall maintain and monitor all IT Support Desk tickets and provide assistance in their resolution when reviewing incident records. This review of open incident and service requests report shall be

conducted on a daily basis, escalated to the proper group, and updated to reflect who was initially contacted, and who has in the past, and is currently working on, the ticket.

4. NetXperts shall identify City system stakeholders (as identified by Manager), coordinate, and propose an escalation process with each stakeholder, and submit escalation processes for each stakeholder for City and Manager approval.
5. NetXperts shall, using approved escalation process, identify whether internal or external actions are required to resolve ticket.
6. If it is determined that ticket resolution requires internal actions, NetXperts shall perform troubleshooting and corrective measures to resolve ticket.
7. If it determined that ticket resolution requires external actions, NetXperts shall identify appropriate stakeholder, and coordinate as required to resolve ticket.
8. The IT Service Desk ticketing system shall provide the flexibility to quickly and easily identify specific ticketing details and hierarchy, create tickets from several locations, and allow Manager and their sub-contractors to open tickets through the email connector and Web portal.
9. The IT Service Desk ticketing system shall respond automatically when a request is logged or status has changed, and automatically share pertinent information with appropriate stakeholders as identified by Manager.
10. The IT Service Desk ticketing system shall be securely operated and maintained.
11. NetXperts shall enter and monitor all requests into the ticketing system, and record actions, responses, and completion of each ticket.
12. NetXperts shall review and analyze trouble tickets submitted through the system, and determine the likely reasons, repair times and other relevant information to determine trends and suggest solutions.
13. NetXperts shall escalate all calls relating to any system-wide outage, such as loss of mail capability, loss of Internet access, or any interruption that is deemed to be beyond a loss-of-service for individual users.
14. NetXperts shall provide escalation as required to their own internal upper-tier network engineer for additional analysis and resolution as necessary.
15. NetXperts shall create and maintain IT Service Desk Knowledge Base System and technical training requirements to inform future incident response and resolution efforts.

Incident Detection & Troubleshooting

In addition to phone or computer-initiated ticketing system requests, NetXperts shall monitor systems internally, and create and address issues and incidents in the same or similar manner as externally-initiated tickets. System monitoring includes, at a minimum:

1. Device health monitoring (interface errors, central processing unit (CPU)/memory utilization, etc.)
2. Troubleshooting hardware issues (errors on interfaces, Cyclic Redundancy Check (CRC), collisions, etc.)
3. Responding to alarms from the Network Management Systems. (Bandwidth utilization, Latency, Up/Down, CRC)
4. Simple Network Management Protocol (SNMP) monitoring and reporting tool
5. Trending and historical reporting of monitored devices
6. Configuration management, daily backup of configuration files in routers, firewalls and switches
7. Customer web-based access to management tools and reports
8. Internet health and connectivity with monitoring and support
9. Troubleshoot with broadband vendors to resolve Internet and data service outages
10. Scheduled maintenance, including patches and minor updates
11. Voice service quality and Quality of Service (QoS) performance related issue troubleshooting support
12. Functional changes, including firewall configuration coordination, Network Address Translation (NAT), static route changes, etc.

Applications Support

1. Manager will be responsible for its own internal email and non-facility specific desktop applications and IT systems.
2. NetXperts shall provide user support for office automation applications such as Microsoft Office Suite.
3. NetXperts shall coordinate with Manager to identify system applications to be supported, and provide support for identified applications.
4. NetXperts shall maintain all systems servers, including hardware and software. Servers supported include but are not limited to: file, print, web technology, and other servers as required.

System Administration

In providing Server support, Contractor shall:

1. Maintain the data backup systems and devices.
2. Maintain the data backup media, including onsite and offsite storage.
3. Maintain a log identifying media, date of backup, data contained within backup, and the location of the media.
4. Maintain all configuration changes for each system and records of all updates.
5. Maintain all systems servers including hardware and software. Servers supported include but are not limited to: file, print, web technology, and other servers as required.

In providing desktop support, the NetXperts shall:

6. Install, repair, configure, and test hardware and peripherals on all incoming computer equipment.
7. Respond to identified end-user software and hardware trouble calls.
8. Document all trouble calls utilizing the City IT Service Desk system.
9. Test and document all failed desktop computer systems and hardware and replace such systems and hardware as required.
10. Complete hardware and software installations.
11. Perform user account management.

12. Take all necessary precautions to avoid losing customer's data and restore any lost customer data from backups.
13. Support office moves which include moving computers, monitors, phones, peripherals, updating inventory and restoring equipment to an operational condition.
14. Provide shared resource support for all printers, scanners, thumb drives, tablets and other remote mail devices as approved and used within City
15. Respond to end-user voice communications trouble calls.
16. Provide assistance on normal operating functions of the phone and troubleshoot fundamental connectivity and operational conditions.
17. Provide support for remote access hardware and software, and all approved end-user devices.
18. Escalate all calls relating to any system wide outage, such as loss of mail capability, loss of Internet access, or any interruption that is deemed to be beyond a loss-of-service for individual users.
19. NetXperts shall provide end user support for all approved software loaded on City equipment.
20. NetXperts shall assist Manager with the use of audiovisual systems by providing instruction in the use of end-user control interfaces and procedures. Contractor shall:
21. Maintain setup, monitor, troubleshoot and coordinate the repair of audiovisual equipment.
22. Maintain, setup, troubleshoot and coordinate the repair of video teleconferencing equipment.
23. Test and verify proper operation of video conference systems.
24. Provide on-site audiovisual equipment setup and support.
25. Install and configure new audiovisual and video conferencing equipment.
26. Install, configure, and maintain training facility computers, monitors, projectors, printers and related equipment.
27. Provide one-on-one user assistance.
28. Coordinate with content creators/providers to ensure City content meets Manager expectations.
29. In the Disposal of Excess Equipment, NetXperts shall:
30. Maintain readiness to process excess equipment.
31. Scrub data from hard drives contained in excess equipment.
32. Assist in preparing items for shipment.
33. Assist in preparing documents to dispose of excess property.

Directory/Credential Management

1. Contractor shall manage permissions, credentials and associated access to systems based on Manager identified needs. Management shall include specific access and permissions down to individual employee level, as required.
2. In providing on-going secure system environment, NetXperts shall:
3. Assist the customer with completing the application to test and integrate non-standard software packages.
4. Monitor desktop performance and recommend changes in writing as technology changes.
5. Provide workstation anti-virus installation support and troubleshooting.
6. Generate and review "Workstation" and "Server Patch Management" reports and resolve any discrepancies.
7. Manage Active Directory policies, scripts and permissions.
8. Report all suspicious activity to Manager.
9. Install, configure and maintain a centralized workstation management tool to track hardware and software inventory, remotely connect to workstations and deploy required software
10. Participate in new hardware and software compatibility and usability testing.

11. Assist users with access and operation of unique systems which are not available on an individual basis. These include specialized applications, software and hardware.
12. Maintain product information and technical publications on information technology equipment, software, and services.
13. Provide directory services troubleshooting including replication configuration.
14. Create and delete accounts and distribution lists within the enterprise directory services.

Strategic Planning

1. NetXperts shall, based on City network history and trends, as well as industry trends and best practices, propose strategies to improve and maintain network health.
2. The NetXperts's customer/technical support personnel shall create and/or assist in the development and maintenance of Standard Operational Procedures (SOPs), instructional guidelines and/or troubleshooting guidelines.
3. Vendor Coordination: NetXperts shall work with third-party vendors to ensure optimal installation of third-party software and hardware, both in terms of performance and security.
4. Tier 4 Coordination: NetXperts shall coordinate with Cybersecurity/Information Security (Tier 4) Contractor, and provide system queries, updates, tests, and quarantine actions as required to ensure system security and performance.
5. Service Desk Coordination: NetXperts shall provide customer/technical support personnel to offer password recovery and/or resets.

Operation and Management: Policy Enforcement

1. NetXperts shall coordinate with Manager to identify operational policies and provide support for Manager-approved policies.
2. NetXperts shall review, report, and act upon incidents or practices that are contrary to established policies.

Network Operations Center

- a. The Network Operations Center (NOC) staff is responsible for the end-to-end operations and management of the City network. The NOC controls the interactions with network service providers, and other vendors to meet the City. service requirements.
- b. The NOC shall be a 24 hour a day, seven days a week, 365 days a year (24x7x365) staffed place of operations that provides network operations support, incident and/or problem identification, troubleshooting and maintenance for City LAN and WAN.
- c. The NOC shall be the focal point for network troubleshooting, updating, router and domain name management, and coordination with affiliated networks. The NOC staff shall be responsible for providing network fault monitoring, network utilization, network availability, problem tracking and escalation, problem reports and documentation.
- d. The NOC staff shall be responsible for the day-to-day monitoring, reporting, troubleshooting, escalating, and coordinating of events related to network communications. Activities impacting the NOC may include: loss of connectivity, slow-downs or latency, scheduled or unscheduled outages, and maintenance or upgrades.
- e. NetXperts shall support all devices via automated alerts as well as customer calls, emails and trouble tickets transferred from external support groups.
- f. The Primary NOC should be located in the USA and be staffed as active/active operations center with a redundant secondary NOC.

- g. NetXperts shall provide network health and connectivity with monitoring and support services to ensure the NOC maintains operations 24x7x365. This includes providing support at the Primary and Secondary NOC that operate in the confines of a secure facility, organized, staffed, and equipped to manage network operations and maintenance functions that are relevant across the City site for all City network devices. NetXperts shall provide network operations support services to City LAN and WAN. NetXperts own NOC is located in Walnut Creek, California. NetXperts will provide one senior network engineer onsite full time during the business hours of 6am to 3pm. After 3pm all network issues will be routed to NetXperts 24X7X365 Network Operations Center. If an engineer is not able to resolved remotely the engineer will arrive onsite within two hours. Examples of current City :
 - i. Cabling
 - ii. Routers
 - iii. Switches
 - iv. Firewalls
- h. Specialized appliances or hardware that provide network services (e.g., Domain Name Services/Dynamic Host Configuration Protocol (DNS/DHCP), Proxy Services, and Security Services)
- i. These support services include Transition, Program Management, Network Operations Support (24x7x365), Network Performance and Analysis Support (8x5), Release Management (Service Request, Change, and Configuration Management Support, Information System Security Officer coordination (8x5), Knowledge Management and Performance Reporting (8x5), Network Tools, and Surge Support. NetXperts shall support VPN solutions, remote access services support, access control, and identity management tasks. NetXperts provide trained, qualified, and cleared staff to support these functions 24x7x365.
- j. NetXperts shall interface with the City's IT Service Desk to provide the following WAN support services. In performance of these services, NetXperts shall:
 - i. Perform diagnostic testing among LAN components and between LAN and WAN components.
 - ii. Install, configure and maintain routers and switches per established City policies and procedures as required or directed.
 - iii. Facilitate the installation, troubleshooting, and repair of communications lines, data circuits, wireless, and satellite systems.
 - iv. Troubleshoot end-user secure shell (SSH), Hypertext Transfer Protocol (HTTP), and other session connection problems.
 - v. Install, label, maintain, and troubleshoot internal network wiring and fiber optic cabling.
 - vi. Configure, maintain, and troubleshoot Transmission Control Protocol (TCP)/IP and other network protocols.
 - vii. Identify existing potential network problems and report outages with corrective actions.
 - viii. Coordinate with Manager to recover and restore WAN connectivity in case of an outage.
 - ix. Submit documentation to create telecommunications service requests for new networking jacks and cabling lines.
 - x. NetXperts shall provide the following LAN support services:
 - xi. Submit telecommunications service requests for new networking jacks and cabling lines.
 - xii. Monitor LAN performance and make LAN upgrade recommendations using management/monitoring software.
 - xiii. Perform diagnostic testing between network components.
 - xiv. Recommend configuration changes and network upgrades.
 - xv. Install, configure, troubleshoot, and maintain network and network monitoring software (such as Solar Winds, etc.) and hardware, and network monitoring server(s) as required or directed.

- xvi. Install (as required) and configure network protocol software (e.g. TCP/IP).
- xvii. Install (as required), configure, troubleshoot, and maintain LANs using Manager approved operating systems.
- xviii. Install (as required), test, and activate copper and fiber optic LAN cabling.
- xix. Troubleshoot and repair LAN lines.
- xx. Troubleshoot and resolve network issues and problems.
- xxi. Document all existing and potential network problems and their corrective actions.
- xxii. Document and coordinate with the Manager for the assignment of static IP addresses.
- xxiii. Generate network diagrams, rack elevations and documentation as requested.
- xxiv. Configure, maintain and troubleshoot protocol suite for protocol networks.
- xxv. Document LAN issues and problems into the ticketing system.
- xxvi. Configure and maintain Windows and Unix/Linux servers.
- xxvii. Maintain network diagrams, rack elevations and documentation.
- xxviii. Maintain LAN wiring plant diagrams and floor plan.
- xxix. Maintain line diagrams of network connections.
- xxx. Maintain equipment logs for core switches.
- xxxi. Recommend configuration changes and network upgrades.
- xxxii. Travel, as required or directed, to the City , or remotely access City systems to troubleshoot and repair LANs.
- xxxiii. Install, configure, and maintain remote access devices and software.
- xxxiv. Report statistical data as requested on LAN utilization.
- xxxv. Diagram, document, configure and maintain virtual LANs (VLANs).
- xxxvi. Report, document, and reestablish connectivity as a result of network outages.
- xxxvii. Reestablish network connectivity for users during office relocation within the City .
- xxxviii. Analyze hardware power requirements.
- xxxix. Perform periodic preventive maintenance.
- xl. Participate in design reviews for new facility or renovation plans.

COST OF SERVICES
IT MANAGED SERVICE PRICING

City of Mendota
 IT MANAGED SERVICES

IT Managed Services

Name	Vendor	Description	Monthly Cost	Annual Cost
Netx Pro Services	NetXperts	NetXperts shall provide Information Technology Support Services 24x7x365. NetXperts Services shall enable the City to: Protect and secure its technology facilities, Ensure the efficient operation of its data processing networks and related computer systems in its defined user community.	\$1,000.00	\$12,000.00

\$12,000

Network & Security Onsite Assessment

Name	Vendor	Description	Assessment Cost
Netx Pro Services	NetXperts	NetXperts shall provide an initial onsite assessment review of the inventory, update network diagram, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted by the 1st of the month no later than 2 months after the contract becomes effective.	\$5,000.00

\$5,000

ADDENDUM NO. 1

TO REQUEST FOR PROPOSALS FOR

CITY OF MENDOTA
IT MANAGED SERVICES
SEPTEMBER 21, 2022

This Addendum No.1 consists of ten (10) pages, and must be signed, dated and submitted along with the RFP submittal.

PART 1: The following additions, deletions or modifications shall become part of the Request for Proposals.

Strikethrough text (~~text~~) indicates deletions.

Bold Italicized text (***text***) indicates additions.

ITEM 1: SECTION II. BACKGROUND:

The City of Mendota does NOT have an IT Department and is currently using an outside vendor service to provide maintenance and support on an as needed basis for employees. The City is currently utilizing Microsoft Office 365. There are two Microsoft Windows server with Hyper-V being utilized throughout the City's departmental infra-structure. These servers use a variety of software, and are both physical and virtual. They have various memory and hard drive sizing. Other detailed information about the specifications is available for review, as necessary. There are approximately 19 user's in the departmental areas to be covered under the service and support agreement with the successful vendor. These user's are located throughout four different buildings. The addresses and locations are available upon request. These PC's vary by manufacturer, aging, specifications, software, and service pack versions. Windows 10 Professional is the prevalent operating system used on the workstations. The City deploys Windows Defender as its prevalent anti-virus software and uses various versions of Windows software. The City utilizes Sonicwall as a Firewall and VPN. The detail describing the inventory ***is attached as exhibit A.*** ~~more specifically is available to all bidding parties per request.~~ Experience in Public Safety Systems and Criminal Justice Information Systems (CJIS) Security Policy preferred. This experience can be noted in the response. Additionally, all IT vendors having access to the City of Mendota Servers must submit to a fingerprint and criminal history check conducted by the Police Department in Mendota.

ITEM 2: SECTION III. SCOPE OF SERVICES SUBSECTION (A) :

This section summarizes the services to be provided to the City of Mendota in this RFP. The City is looking for a maintenance and support program to be designed under two major categories. These categories are preventive maintenance and as needed maintenance, to accommodate departmental computer system activities and user equipment performance. The City expects the vendor proposal to define, in detail, the

approach to be used in the above categories. Distinction of time and material costs for these efforts are important to billing the City and future budget considerations.

- A. Initial assessment review of the inventory, update network diagram, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted by the 1st of the month no later than 2 months after the contract becomes effective and each March 1st thereafter as long as the contract is in force. Currently the City has ~~a~~ ***an offline It Glue spreadsheet, which is attached as exhibit A.*** ~~detailed list available on It Glue.~~ This is to allow for necessary budget planning for the upcoming year.

ITEM 3: SECTION IV. SUBMISSION REQUIREMENTS:

The City is requesting that the proposal submitted address the subjects outlined in Section 3 herein with specificity. The City is looking for content, organized effort, and solution-oriented procedures. The goal is a secure, smooth operating, efficient process, and effective information technology system.

~~Due to the nature of this proposal, it is requested that each proposal be brief and to the point and consist of no more than ten pages.~~ Each proposal shall provide the following information:

Letter of Transmittal:

- Company name, address, telephone number(s), and website.
- Name, title, email address, and telephone number of the person(s) to contact and who are authorized to represent the firm and to whom correspondence should be directed.
- Federal and State taxpayer identification numbers of the firm.
- A brief statement of your understanding of the services to be performed and make a positive commitment to provide services as specified.
- The letter must be signed by a corporate officer or person authorized to bind the vendor to the proposal and cost schedule.
- A statement indicating that the proposal and cost schedule will be valid and binding for ninety
- (90) days following the proposal due date and will become part of the contract negotiated with the City.

Profile:

Provide a short profile of the firm including at a minimum:

1. Length of time in business.
2. Length of time in providing proposed services.
3. Number of clients.
4. Number of clients in the public sector.
5. Number of full-time employees and area of involvement: Technical Support,
6. Programming, Consulting, Sales Support, Administrative Support
7. Location of office to service the account.

Proposal:

City of Mendota
IT Managed Services- Addendum No. 1

1. Description of the approach the firm will use in providing the services requested.
Description of how the firm is positioned to provide the services requested, with a history of experience on providing similar services.
2. Name, title, address, and telephone number of three references for clients, whom similar services have been provided, including information referencing the actual services performed, number of users, and length of tenure. References of other Public Sector clients would be beneficial, if any.
3. Naming of staff resources, with identification of principals and key personnel,
 - a. Who are available to provide the services (The city prefers one primary point of contact or project manager);
 - b. Experience and expertise of staff;
 - c. Local availability of staff is an important consideration
 - d. Role and responsibilities that each staff member will have.
4. Support services questions to be addressed:
 - a. Help Desk Description
 - b. Support availability (days of week and time, including how you will deal with after hours and weekend calls)
 - c. Toll free number
 - d. Structure of charges for support
 - e. Steps for resolving problem escalation
 - f. Final authority regarding conflicts
 - g. Response time and goal for resolving problems
5. Explanation of any contract termination for default or other incident in the past five years. Termination for default is defined as notice to stop services for non-performance or poor performance, and issue was either litigated or not litigated. If default occurred, list name, address, and telephone number of the party. If NO such termination occurred for default, declare it. The City will evaluate the facts, and may, at its sole discretion, reject the vendor's proposal.
6. Scope of services beyond the RFP that the firm provides which may be of interest to the City.
7. Proposal summary, including why the firm is pursuing the work and how it is uniquely qualified to perform the services.

Draft contract language:

The vendor shall submit a draft contract.

Reports:

The vendor shall submit service reports on a monthly basis, summarizing service, and any IT policy issues. The Vendor must be available to meet with the City Manager or designated staff member(s) to review periodically scheduled reports and discuss issues.

Cost of Services:

The City is requesting that the vendor submit a fixed fee service contract for ongoing maintenance items along with an hourly rate for troubleshooting, desktop maintenance and other projects for a twelve-month period, with an option to renew for four successive twelve-

month periods. Each twelve-month period must be shown separately. Payment schedule should also be included (ie monthly, bi-weekly, etc).

As a bid alternate, vendor should also submit a fixed fee service contract for an all-inclusive service and maintenance, with the understanding that major projects will be negotiated on an as needed basis.

Vendors may also submit other alternative packages that they feel would meet the needs of the City as an included alternate bid.

Vendors must list, specifically, any services which would not be covered in the proposal price. The vendor shall indicate the impact, if any, of changes in the City's IT infrastructure (number of servers and PC's) on the fixed fee. Identify the following for those services not under the fixed fee:

- a) A fee schedule containing the vendor hourly rates
- b) A description of how services will be billed
- c) A description of additional charges, as in out-of-pocket expenses for travel, subsistence, etc.

~~All~~ **One electronic and three hard copies of the** proposals shall be submitted to:

Cristian Gonzalez, City Manager
City of Mendota
643 Quince Street
Mendota, CA 93640

cristian@cityofmendota.com

Date and Time due: September ~~22~~ **30**, 2022, 5:00pm

ITEM 4: SECTION V. EXISTING INFRASTRUCTURE OVERVIEW:

The City's current IT infrastructure is comprised of the following components:

- Users – ~~14~~ **19**
- Workstations – ~~14 workstations, 6 remote workstations—2 council workstations, 1 public yard, 4 water workstations—~~
 - **14 workstations at City Hall (14 desktops & 5 laptops that are used to connect remotely to desktop workstation in the office) (17 devices; 12 workstations)**
 - **2 workstations at the public works yard (2 desktops)**
 - **5 workstations at the water yard (3 desktops and 2 laptops)**
 - **11 workstations at the police department (11 desktops & 2 laptops that are used to connect remotely to desktop workstation in the office) (FSO partially supported)**
 - **14 Toughbook laptops police department (FSO supported)**
- ~~Mobile Data Computers—8~~

City of Mendota
IT Managed Services- Addendum No. 1

- Servers – 47 (12 physical, 35 hyper V)
- Email – Office 365 hosted Exchange
- Database software – SQL Server 2008/2012
- Server Operating Systems – Windows Server Standard 2008/2012/2016/2019
- Computer Operating Systems - Windows 10
- Network infrastructure –
 - Internet Connections:
 - Cable 60 Mbps line at City Hall
 - ~~Wide Area Network Connections:~~
 - ~~Fiber point to point 0 Mbps between City Hall and City Corporate Yard and between City Hall and Police Station~~
 - Firewalls – Sonicwall TZ400, content filtering, VPN
 - Switches – HP Aruba
 - Wireless Access Points – Ubiquiti WAP
- Antivirus: Windows Defender.
- Software and/or applications currently utilized:
 - MOMS
 - MuniPermits
 - Autocad
 - SCADA
 - Logmein
 - Cardlock Vendor
 - ITglue
 - Veeam backup
 - Datamatic
 - Laserfiche
 - Adobe
 - Microsoft 365

PART 2: The questions listed below have been consolidated to provide a concise response for interested parties.

1. On Page 3, section II of the RFP it states there is more detailed inventory information available upon request. Can we please get a copy of that?
See attached
2. Please provide a brief overview of the audio/video equipment used in the Council Chambers that the new IT Vendor will need to support.
The new IT vendor will be assisting with providing recommendations for equipment purchases (when replacements are needed) and assist with installing the equipment. They will also help with troubleshooting these items, if necessary. This equipment includes (but not limited to) projector, speakers, microphones, recording system, computer.
3. Mobile Devices

City of Mendota
IT Managed Services- Addendum No. 1

a. How many mobile devices are in use currently?

i. Android Based

1. How many Android Phones?

17, but the city is not requesting support of these phones.

How many Android Tablets?

0

ii. Apple Based

1. How many Apple Phones?

16

2. How many Apple Tablets?

14

Is there an existing MDM application is used to manage mobile devices?

No

iii. If there is one, please list the name of the MDM application.

b. Are the managed mobile devices owned by the organization or are they personal devices?

They are owned by the city.

c. Please describe the typical onboarding tasks related to the cell phones.

Setting up cell phones and iPads are completed internally, however the IT vendor will assist if there is an issue with linking the device to Office 365.

4. Locations

a. On page 3 of the RFP, it is stated that the supported users are "located throughout four different buildings".

i. What are the addresses of these locations?

1. City Hall- 643 Quince Street, Mendota, CA 93640

2. Police Department- 1000 Airport Blvd., Building A, Mendota, CA 93640

3. Public Works Yard- 912 Marie Street, Mendota, CA 93640

4. City Water Yard – 1300 2nd Street, Mendota, CA 93640

ii. Are there any other locations that would need to be supported? (Please include addresses)

No

5. Servers

a. At what locations are the servers housed? How many servers are located at each of these locations?

One server is housed at City Hall and one is housed at the Police Department.

i. What is the general age of the servers?

Both servers are from November 2019.

b. On page 3 of the RFP, it states "There are two Microsoft Windows servers with Hyper-V being utilized throughout the City's departmental infrastructure." On page 8 of the RFP, it states there are 3 hyper V virtual servers.

i. Please specify the total number of physical servers

2

ii. Are all physical servers used only for hosting the virtual servers?
No, only the server located at the Police Department.

iii. Please specify the total number of virtual servers.
Three (3) on the City Hall server; Two (2) on the Police Department server

iv. What are the roles that each of the servers are being used for?
Active directory, Laserfiche and File Server

6. Workstations

a. On page 8 of the RFP, the workstation count is listed as:

- i. 14 workstations
- ii. 6 remote workstations
- iii. 2 council workstations
- iv. 1 public yard
- v. 4 water workstations
- vi. 8 mobile Data Computers

Does that make the total number of supported workstations 35?

No, the total number of supported workstations is 32. The Fresno County Sheriff's Department (FSO) fully supports the 14 Toughbook laptops.

➤ See corrected workstation count listed below:

- 14 workstations at City Hall (14 desktops & 5 laptops that are used to connect remotely to desktop workstation in the office) **(17 devices; 12 workstations)**
- 2 workstations at the public works yard (2 desktops)
- 5 workstations at the water yard (3 desktops and 2 laptops)
- 11 workstations at the police department (11 desktops & 2 laptops that are used to connect remotely to desktop workstation in the office) (FSO partially supported)
- 14 Toughbook laptops police department (FSO supported)

i. How many of these workstations are laptops or Windows Tablets?
2 of the workstations are laptops and the other 7 laptops are used to remotely connect to the workstation in the office.

ii. How many of these workstations are desktops?
30 workstations are desktops

iii. What is the general age of the workstations?
Ranges from 1 to 10 years old

b. Regarding the "Mobile Data Computers"
A correction was made, removing the term "Mobile Data Computers"

- i. What model are these computers?
- ii. Are all of these MDC's utilized in the PD Squad Cars? If not, what else are they used for?
- iii. What method is being used to connect them to the internet?

7. Physical Security:
- a. Is there any kind of Surveillance Camera system in use? If so:
Yes, but we are not seeking this service through this RFP.
 - i. How many cameras are in use?
 - ii. How long are recordings retained, and how are they stored and backed up?
 - b. Is there any kind of facility access control system in use? If so:
No
 - i. What brand / system is being used?
NA
8. Staff
- a. On Page 3 of the RFP, it states that 19 users will be supported under the RFP contract.
 - b. On Page 8 of the RFP, it states that 14 users will be supported under the RFP contract.
 - i. What is the actual number of staff that will be supported?
19
 - ii. How many of these staff are Full Time / Part Time?
18 full-time; 1 part-time
 - How many of the staff are fully remote?
0
 - iii. How many are partially remote?
0, however we do have some staff members with city issued laptops to access their desktop remotely when needed.
Police Department Support
 - c. In multiple locations on the RFP, the Police Department is mentioned.
 - i. Will the Police Department be supported by the incoming IT provider? If not, how are they currently being supported?
Yes, the police department will be supported.
 - ii. How many supported staff are located in the Police Department?
5
9. Remote access
- a. When staff work remote, what VPN software or remote access software is currently in use?
SonicWall
10. Firewalls
- a. Are all sites utilizing SonicWall TZ400 firewalls?
No
 - b. If not, what other firewalls are used?
The public works yard and the city water yard use Comcast Modem Firewall
11. Network infrastructure
- a. On page 8 of the RFP, it is stated that there is a "Fiber point-to-point 0 Mbps

between City Hall and City Corporate Yard and between City Hall and Police Station"

i. Was the 0 Mbps speed a typo? If so, what is the approximate speed?

This was a typo, we do not have Fiber point-to-point

12. What SPAM filtering solution is in use?

Office 365

13. Multi-factor Authentication:

a. Does the City currently use MFA for securing access to systems and/or services?

No

b. Which MFA solution is in use?

NA

c. Will all staff have cell phones for an MFA app or would the city purchase tokens or other access devices?

NA

14. Does the organization currently outsource any technology services to other vendors?

(Examples: Phones, Printers, Facility Access Control, etc.)

Verizon, ATT, Comcast, AOS currently, ADT and Sebastian

15. What phone system is in use?

In the four office locations we have VoIP; We also have cell phones

16. Is there a vendor supporting the phone system?

Yes

17. Backups

a. On page 8 of the RFP, it is listed that Veeam backup is being utilized:

i. Are there any other backup methods in place?

No

ii. What is the frequency of backups?

Daily

iii. Are any backups going off-site? If so, what is the method? (Manual rotation, cloud sync etc.)

Cloud Sync

iv. Has the City completed a restorability test in the last year?

No

18. Cabling

a. On page 5 of the RFP, it states that the proposer will be responsible for "Minor cabling if needed"

i. Is the city open to the utilization of licensed local vendors for projects requiring cabling?

Yes

19. ITGlue

a. On page 4 of the RFP, it is stated that the city has a detailed inventory list available on IT Glue

i. Is IT Glue licensed by the city or the current IT Provider?

City of Mendota
IT Managed Services- Addendum No. 1

- We currently have an offline copy for the city that was provided by the current IT provider
20. Current IT Support:
- a. What is the company name of the current provider?
Bart Fielder
 - b. How long has the current provider been supporting the city?
11 years
 - c. Is the current provider expected to submit a response to this RFP?
No
21. RFP Format and Submittal
- a. On page 7 of the RFP, it states "The vendor shall submit a draft contract."
 - i. Does this draft contract count towards the 10-page limit previously set in the RFP?
The 10 page limit has been removed.
 - b. On page 8 of the RFP, an address is given to submit proposals to.
 - i. Are proposals only being accepted in physical form, can they be submitted via email or upload portal as well?
We are requesting 1 electronic copy and 3 physical copies.
 - ii. If they are only being accepted in physical form, how many copies would you like to be provided?
3 physical copies.
 - c. Regarding the 10 page limit, do the title page and table of contents count towards the limit?
The 10 page limit has been removed.

Except as expressly amended hereby, all terms and conditions of the RFP shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on September 29th, 2022.

Gary Nordine
RESPONDENT

By: _____

By: Gary Nordine, CEO & Founder
NetXperts, LLC

Cristian Gonzalez, City Manager
CITY OF MENDOTA

REMINDER: Proposals are due on September 30, 2022.

NetXperts Managed Services Contract Agreement

Services provided to City of Mendota



A. DEFINITIONS

NetXperts Inc., a California Corporation shall be defined as NetXperts. NetXperts will provide support services to City of Mendota as described herein to the extent these services are ordered by the customer.

Customer/Client is:

City of Mendota
643 Quince Street
Mendota, CA 93640
(559) 655-3291 Phone
Contact: Cristian Gonzalez, City Manager

B. TERM & SCOPE

Term

This contract shall commence on March 1st, 2023 and will expire after February 31, 2024. This contract may be terminated by the occurrence of any of the following events:

- Default by either party
- Cessation of business or bankruptcy
- A mutual agreement, signed by both parties

NetXperts Scope of Work

NetXperts will provide the following services as outlined below:

1. NetXperts shall meet or exceed all work specifications outlined in your scope of work. In addition, NetXperts shall meet or exceed Scope of Services. NetXperts expertise in the implementation and post deployment managed services will ensure City of Mendota will have an efficient ongoing network 24x7x365 operations. NetXperts will be responsible to provide general and specialized support during normal business hours. After hour support may be needed for emergencies, planned server patching, maintenance, and troubleshooting.
 - a. NetXperts shall run an initial assessment review of the inventory, update network diagram, assessment of

the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations.

- b. NetXperts shall provide desktop application support performance of basic support functions, including the installation of PC's, laptops, mobile devices, printers, peripherals, and office software; diagnosis and correction of desktop application problems, configuring of PC's, laptops and mobile devices for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer related hardware, to make available to City personnel upon request; and implementation of Help Desk procedures under policy constraints of the successful vendor.
- c. NetXperts shall provide server and workstation administrative services management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems. Scheduling of preventive maintenance for equipment in the areas of coverage is properly and promptly performed; maintenance of records for all Help Desk tickets for on-site visits, remote support and telephone support is available; development of operations and quality assurance for backup plans and procedures are being followed. Configuration management, including changes, upgrades, patches, etc. is maintained; management of user logins and password security is documented; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.
- d. NetXperts shall manage computer network and associated hardware, software, communications, and operating system necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Monitor server performance, back up schedule and capacity management services. Ensure scheduled preventive maintenance and back up for equipment is promptly performed; develop back-up and disaster recovery plans and procedural documentation for archive backup. Confidentiality of the information is vital. The selected vendor and their employees will be required to sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law. All vendor employees with access to the City network will be required to undergo fingerprint background checks at the vendor's expense, training, and be expected to maintain CJIS security standards at all times.
- e. NetXperts shall provide all network administration services maintenance and support of network equipment, including switches, firewalls, routers, and other security devices that are included. Installation and maintenance of printers, scanners, network devices et al; analysis, routine.
- f. NetXperts shall perform email, security and backup efforts maintenance of City email accounts using the City domain, adding, changing, and/or deleting City employee accounts as requested; maintenance of virus detection programs on the City servers and user computers and laptops; performance of periodic security audits, including notification of suspected breaches of security to the City designated person are required. Configuration of the City systems to enable remote access in a secure environment, with provisions for remote access administration, as requested by the City Designee is required. Requirements for a data backup policy, with procedures in place to handle daily, weekly, and monthly backup of the computer, data and information, email, and the like; program to restore systems and data if servers and/or computers go down,

are required.

- g. NetXperts shall maintain of virus/ malware detection and spam reduction programs on City servers, email and all other City computers, laptops, and tablets. Perform security audits as requested and notify City personnel immediately of suspected breaches of security
 - h. NetXperts shall provide technical leadership for all technology issues. Make recommendations for future purchasing and technology needs. Keep City up to date on new technology changes and uses that will enable the city to increase efficiency and reduce costs. Install equipment including new servers, software, and hardware and transfer data when required. Assist with policy formulation and application. Installation of new equipment, software, and transfer existing data when acquired, will be needed.
 - i. NetXperts shall provide assistance in public records key word searches through active and archived e-mail and network files of current and former employees. Preserve original metadata of e-mails and network files while saving contents to electronic files. With 26+ experience, NetXperts has a wealth of knowledge regarding California State Public Record Laws.
 - j. NetXperts shall provide, best effort, as needed troubleshooting and maintenance of City Council Chambers equipment (including audio and visual equipment).
 - k. NetXperts shall provide as needed maintenance and monitoring of Electronic Document Management Software ("EDMS") server/connections and EDMS public portal connections.
 - l. NetXperts will perform a security scan Bi-annually.
2. NetXperts will provide an SLA upon award, and NetXperts will provide 24x7x365 service remotely via our NOC. NetXperts operates a Network Operation Center (NOC) 24x7, offering remote & on-site support on your network. NetXperts team of 35 Senior Network Engineers are available to assist the City of Mendota team on any voice, network, server, WIFI, or wireless issue 7 days a week, 24 hours a day.
 3. NetXperts will provide technical support within minutes that meets the ever changing requirements and workload of Manager and City. NetXperts will research, evaluate, develop, review and implement operational process and procedures relating to the various support areas under City of Mendota scope of work. NetXperts service team shall open a ticket, record the information, monitor and manage each ticket day to day under the IT service desk. NetXperts is responsible for completing all tickets within the same day, if possible.

C. EXCLUSIONS

The following are not covered by this agreement:

- Electrical work, external to the equipment
- Damage due to accident, abuse, failure of building systems, or caused by other than normal use
- Consumable supplies (ribbons, paper, media, batteries, etc.)
- Unauthorized modifications by customers or others
- Installation or de-installation or relocation
- Acts of nature, war, lightning strikes, hackers, viruses, workers' retribution, or other action outside of the control of NetXperts

- Issues regarding the Internet Service Provider would be handled internally

D. GENERAL

NetXperts, at all times in its performance, is an independent contractor. The customer shall exercise no control over the activities of NetXperts. All notices, requests and other communications required by the contract shall be in writing and have proper delivery. This contract may be modified or amended by mutual agreement of the parties. **The customer is responsible for ensuring all computer files and software are adequately backed up and documented.** NetXperts will not be responsible for customer's failure to do so, nor for costs of reconstructing such data, whatever the cause. This contract constitutes the entire understanding between the parties and shall prevail in the event of a disagreement between the parties.

E. WARRANTIES AND LIMITATIONS

Networking and computer hardware generally carries a warranty and depending on the manufacturer, this warranty could be from a 90-day to 3-year warranty. Software products generally carry no warranty. Any hardware and software that is sold by NetXperts comes with manufacturer warranty unless otherwise specified. NetXperts warrants its networking and computer services to be correct for 30 days from the date of installation. Errors that are the result of miscommunication from the client, incompatible hardware chosen or provided by the client, or insufficient knowledge on the part of the client to correctly operate its computer system; will be corrected at the appropriate billing rate or method. Follow up work and maintenance are not included in installation and development and will be billed at the appropriate rate or method.

F. COMPETITION AND FINDERS FEE

During the client's relationship with NetXperts, and for one year after its termination, a current or former NetXperts consultant may not work for the client, as a consultant or employee, on a basis independent of NetXperts. No such work on the side or in competition with NetXperts is permitted without the client first compensating NetXperts in the amount of seventy thousand dollars (\$70,000) as a finder's fee for NetXperts finding the consultant.



G. PRICING:

Managed Services billed monthly

City of Mendota
 IT MANAGED SERVICES

IT Managed Services

Name	Vendor	Description	Monthly Cost	Annual Cost
Netx Pro Services	NetXperts	NetXperts shall provide Information Technology Support Services 24x7x365. NetXperts Services shall enable the City to: Protect and secure its technology facilities, Ensure the efficient operation of its data processing networks and related computer systems in its defined user community.	\$1,000.00	\$12,000.00

\$12,000

Network & Security Onsite Assessment

Name	Vendor	Description	Assessment Cost
Netx Pro Services	NetXperts	NetXperts shall provide an initial onsite assessment review of the inventory, update network diagram, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted by the 1st of the month no later than 2 months after the contract becomes effective.	\$5,000.00

\$5,000

H. CONTRACT EFFECTIVE DATE AND TERM:

Effective Date: FEBRUARY 1, 2023
Expiration Date: JANUARY 31, 2024

I. ACKNOWLEDGEMENT

The undersigned acknowledge reading, understanding, and approving this computer and networking services agreement.

NetXperts, LLC. Signature: _____ Name: Gary Nordine Date: _____ Title: CEO	City of Mendota Signature: _____ Name: _____ Date: _____ Title: _____
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**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE PROPOSAL SUBMITTED BY NETXPERTS,
INC., FOR IT MANAGED SERVICES; AND
AUTHORIZING THE CITY MANAGER TO
EXECUTE THE IT MANAGED SERVICES
AGREEMENT AND ANY MATTERS RELATING
THERETO**

RESOLUTION NO. 23-09

WHEREAS, on September 02, 2022, the City of Mendota (“City”) issued a Request for Proposals (“RFP”) for IT Managed Services for the City (the “Project”); and

WHEREAS, on September 19, 2022, a public notice was published with The Business Journal notifying all interested parties to submit proposals for the Project; and

WHEREAS, an RFP addendum was issued on September 21, 2022, modifying the RFP; and

WHEREAS, five (5) companies submitted responsive proposals by the RFP deadline along with any additional information requested by City staff; and

WHEREAS, following review and evaluation, City staff determined the proposal submitted by NetXperts, Inc. (“NetXperts”), provides the most advantageous and best overall proposal for the City’s needs.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota, that the City of Mendota approves the proposal submitted by NetXperts for IT Managed Services.

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is hereby authorized to execute the IT Managed Services agreement with NetXperts in substantially the form attached hereto, and any matters relating thereto.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of February, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CITY COUNCIL PROVIDE DIRECTION TO STAFF TO ORDER HOLIDAY DÉCOR FOR OLLER STREET LIGHT POLES
DATE: FEBRUARY 14, 2023

ISSUE

Should the City Council provide direction to staff to order holiday décor for Oller Street light poles?

BACKGROUND

Every holiday season, the City of Mendota (“City”) Public Works Department installs holiday ornaments on the light poles on Oller Street. According to Sierra Display, the Fresno-based company that sells decorations, banners, and lighting, the City has hung up the ornaments since 1981. And by the way, the City is one of the only entities that install their décor. Other entities contract with Sierra Display to install holiday decor and store their holiday décor.

ANALYSIS

The holiday ornaments displayed on the light poles on Oller Street have a historical sentiment to the community. In the past, our goal was to order a certain number of ornaments each year to phase out the existing decorations. However, during the budget preparation, we were unable to allocate funding to this goal. In 2019, the City purchased four double poinsettias that are displayed on the light poles located at Oller Street and 7th Street. These four ornaments are esthetically pleasing and exhibit the other ornaments’ age. The City has used the existing decorations to their full potential for displaying 41 years. There are seventy-nine light poles on Oller Street that can display an ornament. Sierra Display has provided a quote for fifty decorations that will completely phase out the existing ornaments. Due to the production of ornaments, we are asking for direction from the City Council early in the calendar year to ensure the City would have the inventory available before the holiday season. This is an investment that the generations in Mendota, CA, will come to enjoy every holiday season, as I have had the privilege to enjoy my life growing up and working in Mendota, CA.

FISCAL IMPACT

The General Fund will have an impact of approximately \$42,678.73. The total amount is subject to change due to shipping estimates.

RECOMMENDATION

Staff recommends that the City Council direct staff to order the holiday décor to ensure we will have our products before the holiday season.

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: GRANTS UPDATE
DATE: FEBRUARY 14, 2023

GRANTS UPDATE

- **Automatic Meter Read Project** – Staff will be preparing a final invoice for the grant after receiving the confirmation of approval from our last reimbursement. Our site visit with Joel Greathouse with the State Water Board on February 1, 2023, went well. He was able to take pictures of a residential and commercial meter installation.
- **SB 1383** – Staff will host an educational workshop on Thursday, February 23rd from 9:00 am to 12:00 pm. Mid Valley Disposal will be in attendance to provide information regarding the new organics law. As part of the grant, staff will be visiting residents to educate the new organics law.
- **Proposition 64** – Adelante Mendota will be hosting a movie night on Friday, February 24th at Rojas-Pierce Park with the showing of “Frozen II.” I will be training the Community Service Officers on the quarterly reporting and overseeing submittal to the City of Fresno.
- **Community Resilience Grant** – Staff is assisting Townsend Affairs with applying for a “Navigation Center” This project will be a place to gather when there is a need in an emergency but throughout the year a place to gather for the needs of the community.

In – Progress Grants:

- **Rojas-Pierce Park Expansion Project** – County of Fresno, Urban Community Development Block Grant (CDBG) Program
- **Rojas-Pierce Park Expansion Project** – Per Capita Program
- **Rojas-Pierce Park Expansion Project** – CDBG-CV
- **COPS Hiring Program** – Department of Justice
- **Proposition 64** – Board of State and Community Corrections
- **Urban Flood Protection Grant** – California Natural Resources Agency
- **Automatic Meter Read Project** – State Water Board
- **Tire-Derived Product** – Cal Recycle
- **SB 1383** – Cal Recycle
- **Office of Traffic Safety** – STEP Program for October 2022 thru September 2023
- **Water Storage and Booster Pump** – County of Fresno
- **Floodplain Maps** – U.S. Army Corps of Engineers

Memorandum

To: City Council via Cristian Gonzalez, City Manager

From: Michael Osborn, City Engineer
Jeff O'Neal, City Planner

Subject: City Engineer's Report to City Council

Date: February 2, 2023

Engineering Projects:

1. Rojas Pierce Park:
 - Construction of Phase 2 Expansion Project (field lighting) with CDBG funding
 - Starts: 1/30/2023
 - Complete: 3/3/2023
2. Well 10 and Water Main Relocation
 - Design in progress; coordination with USBR and BB Limited
3. Mendota Meter Reading Project
 - Construction is completed with Waterboard funding
4. Citywide RRXG Improvements:
 - Coordinating crossing improvements with Railroad, Caltrans & CPUC
 - Construction anticipated in Fall 2023
5. MJHS Safe Routes to School Project
 - Construction with ATP funding
 - Starts: 2/13/2023
 - Complete: 3/15/2023
6. 2022 Local Street Reconstruction Project
 - Construction with SB1 funding
 - Starts: 3/6/2023
 - Complete: 4/19/2023
7. Backwash Reclaim Project
 - Design is underway; looking for funding opportunities for construction
8. Mendota Stormwater Improvement Project
 - Prop 68 UFGP funded: Final design in progress
 - Construction anticipated in Spring/Summer 2023
9. Derrick & Oller Roundabout
 - CEQA & NEPA completed
 - Design in progress
 - Construction anticipated in Spring 2024
10. Westside Water Tank & Booster Pump
 - ARPA funded design is underway
 - Construction anticipated in Summer/Fall 2023

Planning/Development Projects

1. Rojas Pierce Park Annexation
 - Continuing discussions with USBR about whether and how the WWD land retirement program affects the project.
2. Regional Housing Needs Allocation
 - Participating in Fresno COG meetings for 6th Cycle multijurisdictional Housing Element
3. Safe Routes to School Master Plan
 - Preparing Final Plan
 - Completion in Spring 2023

Grant Applications:

1. 5th Street & Quince Street Reconstruction:
 - \$706,251 in STBG funding AWARDED; Construction authorization in FFY 23/24
2. Amador & Smoot Extension:
 - \$874,000 in STBG & CMAQ TPP funds; Construction authorization in FFY 23/24

On-going (this month):

1. Representation of the City at FCOG TTC
2. Coordination of road projects with Caltrans
3. Assistance to Finance Director for grant opportunities
4. Coordination with USACOE for Panoche Creek flood study

Overall P&P Staff engaged (month of January):

- Engineers: 10
- Planners: 3
- Surveyors: 2
- Environmental Specialist: 0
- GIS/CAD Specialists: 2
- Construction Manager: 0
- Project Administrator: 1

Abbreviations:

EOPCC – Engineer's Opinion of Probable Construction Cost
NTP – Notice to Proceed
CUCCAC – California Uniform Construction Cost Accounting Commission
STBG – Surface Transportation Block Grant
CMAQ – Congestion Mitigation and Air Quality (grant)
ATP – Active Transportation Plan (grant)
RFP – Request for Proposal

RFA- Request for Authorization (for grant funding)
FCOG – Fresno Council of Governments
ADA – Americans with Disabilities Act
DBE – Disadvantaged Business Enterprise
TTC – Technical Transportation Committee (through FCOG)
RTP/SCS – Regional Transportation Plan, Sustainable Communities Strategies