



SAN FERNANDO CITY COUNCIL  
REGULAR MEETING NOTICE AND AGENDA  
MARCH 5, 2018 – 6:00 PM  
CITY HALL COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340

**CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin  
Vice Mayor Antonio Lopez  
Councilmember Jaime Soto  
Councilmember Joel Fajardo  
Councilmember Robert C. Gonzales

**PLEDGE OF ALLEGIANCE**

Led by Director of Recreation and Community Services Julian J. Venegas

**APPROVAL OF AGENDA**

**PRESENTATIONS**

- a) OFO DOCKLESS BIKE-SHARE PRESENTATION  
Director of Public Works/City Engineer Yazdan (Yaz) Emrani

**DECORUM AND ORDER**

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council ([SF Procedural Manual](#)). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from

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the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council please speak into the microphone and voluntarily state your name and address.

**CITY COUNCIL - LIAISON UPDATES****CONSENT CALENDAR**

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

**1) REQUEST TO APPROVE THE MINUTES OF FEBRUARY 20, 2018 – SPECIAL MEETING****2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 18-031 approving the Warrant Register.

**3) CONSIDERATION TO AWARD A CONTRACT FOR ROOF REPAIRS AT THREE CITY-OWNED BUILDINGS**

Recommend that the City Council:

- a. Accept the lowest responsive bid from Western States Roofing Systems Incorporated for roof repairs at three City owned buildings;
- b. Authorize the City Manager to execute a Construction Contract (Contract No. 1880) with Western States Roofing Systems Inc. in the amount of \$49,657; and
- c. Establish a 10% contingency (\$4,966) based on the contract amount to cover the cost of unforeseen construction expenses.

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**4) CONSIDERATION TO APPROVE A LEASE AGREEMENT WITH THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY (MRCA) REGARDING THE PACOIMA WASH NATURAL PARK**

Recommend that the City Council:

- a. Approve a Lease Agreement (Contract No. 1876) with MRCA for the City's use and maintenance of the Pacoima Wash Natural Park;
- b. Approve an Assignment and Assumption of Grant Agreement (Contract No. 1877) with MRCA and the State of California, through the Santa Monica Mountains Conservancy assigning obligations under Grant No. SMM-05055;
- c. Approve an Assignment and Assumption of Grant Agreement (Contract No. 1878) with MRCA and the State of California, through the Santa Monica Mountains Conservancy assigning obligations under Grant No. SMM-0836;
- d. Approve an Assignment and Assumption of Grant Agreement (Contract No. 1879) with MRCA and Los Angeles County Regional Park and Open Space District assigning obligations under Grant Agreement 58A1-14-2374; and
- e. Authorize the City Manager to execute the agreements.

**ADMINISTRATIVE REPORTS****5) PRESENTATION OF FISCAL YEAR (FY) 2016-2017 COMPREHENSIVE ANNUAL FINANCIAL REPORT**

Recommend that the City Council receive and file a presentation of the FY 2016-2017 Comprehensive Annual Financial Report.

**6) PRESENTATION OF FISCAL YEAR (FY) 2017-2018 MID-YEAR BUDGET REVIEW AND FY 2018-2019 BUDGET OUTLOOK**

Recommend that the City Council:

- a. Review and discuss the FY 2017-2018 Mid-Year Budget Review and FY 2018-2019 Budget Outlook; and
- b. Adopt Resolution No. 7839 amending the City's FY 2017-2018 Budget to include the proposed changes.

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**7) CONSIDERATION TO APPOINT CITY COUNCIL LIAISON TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT**

This item is placed on the agenda by Mayor Sylvia Ballin.

**8) CONSIDERATION TO ADOPT AN ORDINANCE AMENDING THE CITY CODE TO PLACE TIME LIMITS ON THE LENGTH OF CITY COUNCIL MEETINGS**

This item is placed on the agenda by Mayor Sylvia Ballin.

**9) DISCUSSION REGARDING CITY COUNCIL REORGANIZATION**

Per City Council direction, this item has been placed on the agenda for discussion.

**DEPARTMENT HEADS - COMMISSION UPDATES****GENERAL COUNCIL COMMENTS****STAFF COMMUNICATION****ADJOURNMENT**

*I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.*

Elena G. Chávez, CMC

City Clerk

Signed and Posted: March 1, 2018 (4:00 p.m.)

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*Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website ([www.sfcity.org](http://www.sfcity.org)). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at [www.sfcity.org](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.*



# **Regular Meeting**

# **San Fernando City Council**

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**FEBRUARY 20, 2018 – 5:00 P.M.  
SPECIAL MEETING**

City Hall Community Room  
117 Macneil Street  
San Fernando, CA 91340

**CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin called the meeting to order at 5:02 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez, and Councilmembers Joel Fajardo and Robert C. Gonzales

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

Absent: Councilmember Jaime Soto (notified staff he may not attend the meeting)

**APPROVAL OF AGENDA**

Motion by Vice Mayor Lopez, seconded by Councilmember Gonzales, to approve the agenda. By consensus, the motion carried.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

Ruben Quintana SFPEA, talked about their contract and asked that Council move forward.

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

By consensus, Councilmembers recessed to the following Closed Session as announced by Assistant City Attorney Padilla:

A) CONFERENCE WITH LABOR NEGOTIATOR  
G.C. §54957.6

Designated City Negotiators:

City Manager Alexander P. Meyerhoff

Deputy City Manager/Director of Finance Nick Kimball

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SPECIAL MEETING MINUTES – February 20, 2018**

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City Attorney Rick Olivarez  
Assistant City Attorney Richard Padilla  
Employees and Employee Bargaining Units that are the Subject of Negotiation:  
San Fernando Management Group (SEIU, Local 721)  
San Fernando Public Employees' Association (SEIU, Local 721)  
San Fernando Police Officers Association  
San Fernando Police Officers Association Police Management Unit  
San Fernando Police Civilian Association  
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)  
All Unrepresented Employees

B) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE  
G.C. §54957

**RECESS (6:06 P.M.)**

*Recess was called at this time in order to continue with the regular meetings of the Successor Agency and the City Council.*

**RECONVENE/RECESS (6:44 P.M.)**

**RECONVENE/REPORT OUT FROM CLOSED SESSION (11:05 P.M.)**

Assistant City Attorney Padilla reported the following:

Item A – A general update was provided by the City Manager and Deputy City Manager, feedback was given by the City Council, but no final action was taken.

Item B – Deliberation was had by the City Council but no final action was taken. The matter will be continued to a future meeting date to be determined.

**ADJOURNMENT (11:05 P.M.)**

Motion by Mayor Ballin, seconded by Vice Mayor Lopez, to adjourn. By consensus, the meeting was adjourned.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of February 20, 2018, meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez, CMC  
City Clerk*



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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Nick Kimball, Deputy City Manager/Director of Finance

**Date:** March 5, 2018

**Subject:** Consideration to Adopt a Resolution Approving the Warrant Register

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 18-031 (Attachment "A") approving the Warrant Register.

### BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than handwritten checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Handwritten checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Deputy City Manager/Director of Finance hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Deputy City Manager/Director of Finance hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

### ATTACHMENT:

A. Resolution No. 18-031

**ATTACHMENT "A"****RESOLUTION NO. 18-031****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 18-031****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

**PASSED, APPROVED, AND ADOPTED** this 5<sup>th</sup> day of March, 2018.

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Sylvia Ballin, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA                    )**  
**COUNTY OF LOS ANGELES        ) ss**  
**CITY OF SAN FERNANDO            )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 5<sup>th</sup> day of March, 2018, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

**EXHIBIT "A"**

Voucher List

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02/27/2018

5:19:06PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209247	3/5/2018	100066 ADS ENVIRONMENTAL SERVICES,INC	22206.52-0118	11550	JAN-ON CALL MAINTENANCE SERVICE 072-360-0000-4260	903.00 Total : 903.00
209248	3/5/2018	888356 ADVANCED AUTO REPAIR	1186	11675	VEHICLE REPAIRS AND BODY WORK-F 029-335-0000-4400	75.00
			1197	11675	VEHICLE REPAIRS AND BODY WORK-F 041-320-0225-4400	202.50
			1198	11675	VEHICLE REPAIRS AND BODY WORK-F 041-320-0311-4400	125.26
			1200	11675	VEHICLE REPAIRS AND BODY WORK-F 041-320-0225-4400	1,356.61
			1201	11675	VEHICLE REPAIRS AND BODY WORK-F 041-320-0225-4400	69.53
			1202	11675	VEHICLE REPAIRS AND BODY WORK-V 070-382-0000-4400	391.35 Total : 2,220.25
209249	3/5/2018	891969 ADVANCED PURE WATER SOLUTIONS	36495711-0318		DRINKING WATER 001-222-0000-4300	102.20 Total : 102.20
209250	3/5/2018	892028 AHUMADA, ALEJANDRA	REIMB.		REIMB OF ART SUPPLIES PURCHASE 017-420-1343-4300	124.04
					001-420-0000-4390	21.75 Total : 145.79
209251	3/5/2018	889043 ALADIN JUMPERS	121117		RENTAL OF TABLES & CHAIRS-TREE LI 001-424-0000-4260	422.50 Total : 422.50
209252	3/5/2018	100130 ALMANZA, LAURA	020518		SENIOR CLUB REIMB FOR ITEMS PUR 004-2380	65.88 Total : 65.88
209253	3/5/2018	890608 ASCENCIO JR, GERARDO	012018		PRODUCTION OF MMAP 17/18 DOCUM	

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02/27/2018 5:19:06PM		CITY OF SAN FERNANDO					
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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
209253	3/5/2018	890608 ASCENCIO JR, GERARDO	(Continued)		004-2359	2,500.00	
					Total :	2,500.00	
209254	3/5/2018	102530 AT & T	818-270-2203		PD NETWORK LINE-FEB 2018		
					001-222-0000-4220	120.42	
					Total :	120.42	
209255	3/5/2018	889037 AT&T MOBILITY	287277903027X0208201		MODEM FOR ELECTRONIC MESSAGE		
					001-310-0000-4220	139.00	
					Total :	139.00	
209256	3/5/2018	891301 BERNARDEZ, RENATE Z.	442		INTERPRETATION SERVICES-CANNABIS		
			443		001-190-0000-4267	250.00	
			445		INTERPRETATION SERVICES-CANNABIS		
					001-190-0000-4267	250.00	
					INTERPRETATION SERVICES-CC MTG		
					001-101-0000-4270	250.00	
					Total :	750.00	
209257	3/5/2018	892013 BERNSTEIN, DIANA	FEB 2018		ALL ABILITIES ART CLASS INSTRUCTO		
					017-420-1343-4260	260.00	
					Total :	260.00	
209258	3/5/2018	890838 BLUE TARP CREDIT SERVICES	39735881	11686	VEHICLE MAINTENANCE AND REPAIR		
					041-320-0311-4400	305.96	
					Total :	305.96	
209259	3/5/2018	888800 BUSINESS CARD	011218		LUNCH-ORAL BOARD FOR COMM PRE		
			012418		001-106-0000-4270	60.83	
			012518		HP TONERS		
			012918		001-130-0000-4300	652.40	
			012918		LUNCH-ORAL BOARD FOR FIELD SUPE		
			012918		001-106-0000-4270	64.40	
			012918		FINANCE CHARGE		
			012918		001-190-0000-4435	72.24	
			012918		MISC CHARGE		
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**CITY OF SAN FERNANDO**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209259	3/5/2018	888800 BUSINESS CARD	(Continued)			
			022017		001-190-0000-4435 PO #11554-TABLES & CHAIRS FOR RE(	40.00
					001-420-0000-4500	2,621.00
					<b>Total :</b>	<b>3,510.87</b>
209260	3/5/2018	888800 BUSINESS CARD	012418		FITNESS CLASS SUPPLIES	
			012618		017-420-1337-4300	103.20
			012618		LODGING-ICA WINTER CONFERENCE	
			012618-2		001-101-0109-4370	865.29
			012918		LUNCH-ORAL BOARD FOR METER TEC	
			013018		001-108-0000-4270	68.00
			013118		LODGING-ICA WINTER CONFERENCE	
			020118		001-105-0000-4370	288.45
			020118		MEALS-ICA WINTER CONFERENCE	
			020118		001-105-0000-4370	27.74
			020118		PARKING REFUND-ICA WINTER CONFE	
			020118		001-101-0109-4370	-15.00
			020118		PARKING REFUND-ICA WINTER CONFE	
			020118		001-105-0000-4370	-5.02
			020118		MEAL-LEAGUE OF CA CITIES CONFERI	
			020118		001-105-0000-4370	17.24
			020118		CONDOLANCE ARRAGEMENT	
			020118		001-106-0000-4430	100.00
			020118		FACEBOOK POSTS BOOSTS	
			020118		001-105-0000-4270	2.95
			020218		MEAL-LEAGUE OF CA CITIES CONFERI	
			020218		001-105-0000-4370	14.92
			020218		VARIOUS BUSINESS CARDS	
			020218-4		001-105-0000-4300	33.05
			020518		001-130-0000-4300	39.56
					001-310-0000-4300	118.68
					001-150-0000-4300	39.56
					001-420-0000-4300	39.56
					CELL PHONE CHARGER CORDS & CAE	
					001-105-0000-4300	20.92
					LODGING-LEAGUE OF CA CITIES CONI	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209260	3/5/2018	888800 BUSINESS CARD	(Continued)			
			020518		001-105-0000-4370	857.16
			020618		MEALS-LEAGUE OF CA CITIES CONFEI	
			020818		001-105-0000-4370	29.95
			020818		DINNER FOR CC & STAFF 02/05/18	
			020818		001-101-0000-4300	43.37
			020818-2		CELL PHONE ACCESSORIES	
			020818-3		070-384-0000-4220	86.90
			021218		REGISTRATION MEETING	
			021218		001-101-0103-4370	45.00
			021218-1		CELL PHONE ACCESSORIES	
			021318		070-384-0000-4220	16.94
			021418		CELL PHONE SCREEN & CASE	
			021518		070-384-0000-4220	16.53
			021618		001-310-0000-4220	16.45
			021618-2		CELL PHONE ACCESSORIES	
			021918		072-360-0000-4220	51.98
					PROCLAMATION FRAMES	
					001-101-0000-4300	86.00
					SURFACE REPLACEMENT-PW DIRECTI	
					001-310-0000-4300	814.87
					070-383-0000-4300	814.87
					072-360-0000-4300	815.11
					EXTENSION CORDS FOR PROJECTOR	
					001-105-0000-4300	21.35
					WORKSHOP REGISTRATION	
					001-105-0000-4370	95.00
					LUNCH MEETING RE. CANNABIS	
					001-190-0000-4267	155.49
					CABLE CLIPS	
					001-105-0000-4300	6.99
					CELL PHONE CASE	
					001-101-0107-4220	19.99
					CONFERENCE REGISTRATION-CCAC	
					001-115-0000-4360	900.00
					<b>Total :</b>	<b>6,653.05</b>

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209261	3/5/2018	888800 BUSINESS CARD	020218		LODGING-PARTIAL PYMNT POLICE MA	
			021218		001-222-0000-4370	1,779.36
			021318		CHAIR BASE & WHEEL CASTERS	
			021318		001-222-0000-4300	228.75
			021318		SUPPORT BUTTONS	
			021318		001-222-0000-4300	84.00
			021318		TIRE CHALKING STICK	
			021318		001-222-0000-4300	101.57
			021418		CONF ROOM FEE-POLICE MANAGEME	
					001-222-0000-4370	377.13
					LODGING-IA SEMINAR	
					001-225-0000-4360	460.29
					<b>Total :</b>	<b>3,031.10</b>
209262	3/5/2018	891964 CALIFORNIA CONSULTING, LLC	2402		CONTRACTUAL SERVICES FOR GRAN	
				11723	001-190-0000-4270	3,002.46
					<b>Total :</b>	<b>3,002.46</b>
209263	3/5/2018	100562 CALIFORNIA PARK & RECREATION	REGISTRATION		RGSTR-CPRS CONFERENCE ON 03/15	
					001-420-0000-4360	280.00
					<b>Total :</b>	<b>280.00</b>
209264	3/5/2018	892464 CANON FINANCIAL SERVICES, INC	18316606		CANON COPIERS LEASE PAYMENT-FE	
				11620	001-135-0000-4260	649.93
					<b>Total :</b>	<b>649.93</b>
209265	3/5/2018	101957 CITY OF LOS ANGELES	38SF180000008		FIRE SERVICES-MAR 2018	
					001-500-0000-4260	230,441.17
					<b>Total :</b>	<b>230,441.17</b>
209266	3/5/2018	100805 COOPER HARDWARE INC.	109580		MISC SUPPLIES FOR PW OPERATIONS	
			109638	11672	043-390-0000-4300	12.61
			109827	11672	MISC SUPPLIES FOR PW OPERATIONS	
				11672	043-390-0000-4300	32.23
					MISC SUPPLIES FOR PW OPERATIONS	
					001-370-0301-4300	21.52
					<b>Total :</b>	<b>66.36</b>

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209267	3/5/2018	100516 CSULB FOUNDATION	REGISTRATION		ADD'L RGSTR FEE DUE-MENTAL HEA	
					101-225-0000-4360	64.00
					<b>Total :</b>	<b>64.00</b>
209268	3/5/2018	892780 CURVATURE	90093741		NETWORK EQUIPMENT MAINT. RENEV	
				11732	001-135-0000-4260	2,460.00
					<b>Total :</b>	<b>2,460.00</b>
209269	3/5/2018	891425 DIAZ, MARISOL	REIMB.		REIMB. OF ITEMS PURCHASED FOR SI	
					004-2346	18.45
					004-2380	131.90
					001-420-0000-4390	62.52
					<b>Total :</b>	<b>212.87</b>
209270	3/5/2018	892151 DIESEL AIR INC.	29798		ANNUAL DIESEL SMOKE TESTING	
					041-320-0000-4450	130.00
					<b>Total :</b>	<b>130.00</b>
209271	3/5/2018	892775 DUPREE HENDERSON, JYNEESE	02/01/18-03/10/18		CHEER PROGRAM INSTRUCTOR	
					017-420-1328-4260	200.00
					<b>Total :</b>	<b>200.00</b>
209272	3/5/2018	101010 DUTHIE POWER SERVICES INC.	A50577		GENERATOR MAINTENANCE AND REP.	
			A50578	11699	070-384-0000-4400	587.14
				11699	GENERATOR MAINTENANCE AND REP.	
					041-320-0000-4260	517.92
					<b>Total :</b>	<b>1,105.06</b>
209273	3/5/2018	892795 EDUCATION & TRAINING SERVICES	NONPO		RGSTR-MANAGEMENT & SUPERVISOF	
					043-390-0000-4360	549.00
					<b>Total :</b>	<b>549.00</b>
209274	3/5/2018	892589 EMBROIDME	E24824		MMAPEMBROIDERED SHIRTS FOR CC	
					004-2359	1,310.35
					<b>Total :</b>	<b>1,310.35</b>
209275	3/5/2018	890378 ENNIS PAINT INC	343250		CURB PAINT	
					001-311-0000-4300	1,006.54

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209286	3/5/2018	891570 INNOVATIVE TELECOM. SYSTEMS	(Continued)		001-190-0000-4220	202.11
					Total :	897.11
209287	3/5/2018	891777 IRRIGATION EXPRESS	15108529-00	11659	MISC. IRRIGATION SUPPLIES FOR REF	179.22
			15108708-00	11659	MISC. IRRIGATION SUPPLIES FOR REF	34.30
					Total :	213.52
209288	3/5/2018	887952 J. Z. LAWMOWER SHOP	18936	11690	SMALL EQUIPMENT REPAIR	90.01
					Total :	90.01
209289	3/5/2018	102387 K.R. NIDA CORPORATION	2001450		REPLACE REPEATER FOR 2-WAY RADI	307.81
					043-390-0000-4300	307.76
					041-320-0000-4300	307.76
					072-360-0000-4300	307.76
					001-311-0000-4300	307.76
					070-381-0000-4300	307.76
					001-370-0301-4300	307.76
					Total :	1,846.61
209290	3/5/2018	101768 KIMBALL-MIDWEST	6102070		MISC NUTS & BOLTS	96.25
					041-1215	96.25
					Total :	96.25
209291	3/5/2018	890463 KJC LATENT PRINT SERVICE	SF00037		FINGERPRINT CLASSIFICATIONS	422.50
					001-224-0000-4270	422.50
					Total :	422.50
209292	3/5/2018	102007 L.A. COUNTY SHERIFFS DEPT.	182580LA		INMATE MEAL PROGRAM-JAN 2018	767.35
					001-225-0000-4350	767.35
					Total :	767.35
209293	3/5/2018	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN	645.97
			494-750-1000		070-384-0000-4210	
					WATER-12900 DRONFIELD	
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209293	3/5/2018	101971 L.A. MUNICIPAL SERVICES	(Continued)		070-384-0000-4210	37.07
			594-750-1000		ELECTRIC-12900 DRONFIELD	4,315.44
			657-750-1000		070-384-0000-4260	9,645.67
			757-750-1000		ELECTRIC-14060 SAYRE	91.39
					070-384-0000-4210	91.39
					WATER-14060 SAYRE	91.39
					070-384-0000-4260	91.39
					Total :	14,735.54
209294	3/5/2018	101873 LEAGUE OF CALIFORNIA CITIES	179294		2018 MEMBERSHIP DUES	8,426.00
					001-190-0000-4380	8,426.00
					Total :	8,426.00
209295	3/5/2018	101920 LIEBERT CASSIDY WHITMORE	1454413		LEGAL SERVICES	28.00
			1454414		001-112-0000-4270	476.00
			1454415		LEGAL SERVICES	7,875.00
			1454416		001-112-0000-4270	1,456.00
					LEGAL SERVICES	1,456.00
					001-112-0000-4270	1,456.00
					Total :	9,835.00
209296	3/5/2018	101974 LOS ANGELES COUNTY	JAN 2018	11597	ANIMAL CARE & CONTROL SERVICES-	5,217.31
					001-190-0000-4260	5,217.31
					Total :	5,217.31
209297	3/5/2018	888468 MAJOR METROPOLITAN SECURITY	1086558	11660	ALARM MONITORING ALL FAC-MAR 20	15.00
			1086559	11660	043-390-0000-4260	15.00
			1086560	11660	ALARM MONITORING ALL FAC-MAR 20	15.00
			1086561	11660	043-390-0000-4260	15.00
			1086562	11660	ALARM MONITORING ALL FAC-MAR 20	15.00
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209297	3/5/2018	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1086563	11660	043-390-0000-4260	25.00
				11660	ALARM MONITORING ALL FAC-MAR 20	
			1086564	11660	043-390-0000-4260	15.00
				11660	ALARM MONITORING ALL FAC-MAR 20	
			1086565	11660	043-390-0000-4260	15.00
				11660	ALARM MONITORING ALL FAC-MAR 20	
			1086566	11660	043-390-0000-4260	15.00
				11660	ALARM MONITORING ALL FAC-MAR 20	
			1086567	11660	043-390-0000-4260	15.00
				11660	ALARM MONITORING ALL FAC-MAR 20	
			1086568	11660	043-390-0000-4260	15.00
				11660	ALARM MONITORING ALL FAC-MAR 20	
			1086569	11660	043-390-0000-4260	15.00
				11660	ALARM MONITORING ALL FAC-MAR 20	
			1086570	11660	070-384-0000-4260	23.00
				11660	ALARM MONITORING ALL FAC-MAR 20	
			1086571	11660	070-384-0000-4260	23.00
				11660	ALARM MONITORING ALL FAC-MAR 20	
			1086572	11660	070-384-0000-4260	23.00
					Total :	267.00
209298	3/5/2018	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	
					001-420-0000-4220	33.16
					Total :	33.16
209299	3/5/2018	891630 MGT OF AMERICA, INC.	30258		CONSULTING SERVICES FOR SB90 CL	
				11749	001-130-0000-4270	1,425.00
					Total :	1,425.00
209300	3/5/2018	102226 MISSION LINEN SUPPLY	506733990		LAUDRY	
			506761927		001-225-0000-4350	80.38
					LAUNDRY	
			506781445		001-225-0000-4350	71.30
					LAUNDRY	

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209300	3/5/2018	102226 MISSION LINEN SUPPLY	(Continued)		001-225-0000-4350	79.95	
			506807737		LAUNDRY		
					001-225-0000-4350	72.15	
					Total :	303.78	
209301	3/5/2018	892800 MORGENSTERN, ROBERT	021318		INTERPRETATION SERVICES-CANNABIS		
					001-190-0000-4267	250.00	
					Total :	250.00	
209302	3/5/2018	891542 MR "B" PRINTING INC.	30547-2		FLYERS-OPEN STREET EVENT		
					001-420-0000-4300	328.50	
					Total :	328.50	
209303	3/5/2018	102303 NACHO'S ORNAMENTAL SUPPLY	INV162382		MISC ITEMS		
			INV164185		043-390-0000-4300	2.42	
					REPLACEMENT WHEELS-DRONFIELD		
					043-390-0000-4300	19.25	
					Total :	21.67	
209304	3/5/2018	102403 NOW IMAGE PRINTING	2018020		TEMPORARY "NO PARKING" SIGNS		
			2018023		070-383-0000-4310	264.00	
					LP PETTY CASH RECEIPTS		
					001-420-0000-4300	71.50	
					Total :	335.50	
209305	3/5/2018	102432 OFFICE DEPOT	100722757001		OFFICE SUPPLIES		
			100722984001		001-105-0000-4300	50.26	
					OFFICE SUPPLIES		
			100796003001		001-105-0000-4300	7.90	
					OFFICE SUPPLIES		
			100797022001		001-150-0000-4300	70.38	
					OFFICE SUPPLIES		
					001-150-0000-4300	26.83	
			101539758001		OFFICE SUPPLIES		
					001-420-0000-4300	9.50	
			102211534001		OFFICE SUPPLIES		

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209305	3/5/2018	102432 OFFICE DEPOT	(Continued)			
			102211744001		043-390-0000-4300 OFFICE SUPPLIES	178.19
			105648868001		043-390-0000-4300 OFFICE SUPPLIES	24.44
			105649178001		001-130-0000-4300 001-190-0000-4300 OFFICE SUPPLIES	10.12 11.86
			105649179001		001-130-0000-4300 001-190-0000-4300 OFFICE SUPPLIES	8.45 16.74
			107325887001		001-310-0000-4300 COPY PAPER & OFFICE SUPPLIES	19.24
			107325989001		001-222-0000-4300 OFFICE SUPPLIES	607.05
			107715850001		001-222-0000-4300 OFFICE SUPPLIES	23.75
			107715899001		001-222-0000-4300 OFFICE SUPPLIES	152.33
			108059772001		001-222-0000-4300 OFFICE SUPPLIES	108.42
			108059978001		001-222-0000-4300 OFFICE SUPPLIES	105.18
			2151273278		001-222-0000-4300 OFFICE SUPPLIES	92.27
			2154592818		001-420-0000-4300 OFFICE SUPPLIES	14.73
			2155600079		043-390-0000-4300 OFFICE SUPPLIES	84.13
					001-422-0000-4300	91.97
					<b>Total :</b>	<b>1,713.74</b>
209306	3/5/2018	890095 O'REILLY AUTOMOTIVE STORES INC	4605-273769		VEHICLE MAINTENANCE & REPAIRS	
			4605-274630	11666	072-360-0000-4400 VEHICLE MAINTENANCE & REPAIRS	87.15
			4605-274918	11666	041-320-0225-4400 VEHICLE MAINTENANCE & REPAIRS	96.83

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209306	3/5/2018	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
			4605-274969	11666	041-1215 STARTER REPAIR ON VACMETER	257.19
			4605-275616		041-320-0000-4320 VEHICLE MAINTENANCE & REPAIRS	248.03
			4605-275620	11666	041-320-0311-4400 VEHICLE MAINTENANCE & REPAIRS	8.78
			4605-275767	11666	041-320-0225-4400 VEHICLE MAINTENANCE & REPAIRS	62.63
				11666	041-1215	73.17
					<b>Total :</b>	<b>833.78</b>
209307	3/5/2018	892360 PARKING COMPANY OF AMERICA	INVM0011968		DIAL A RIDE AND TROLLEY SERVICES-	
				11731	007-440-0442-4260	45,438.45
					<b>Total :</b>	<b>45,438.45</b>
209308	3/5/2018	892799 PICROW STREAMING INC	PFP2018-03.1		REFUND-FILM PERMIT CANCELLATION	
					001-3510-0000	2,026.20
					<b>Total :</b>	<b>2,026.20</b>
209309	3/5/2018	102623 PIONEER FIRE PROTECTION, INC.	347202		FIRE EXTINGUISHER SERVICE WATER	
			347203		070-384-0000-4330 SERVICE EXTINGUISHER IN VEHICLES	235.80
					041-320-0000-4260	452.30
					<b>Total :</b>	<b>688.10</b>
209310	3/5/2018	102624 PITNEY BOWES	1006517964		MAINT FOR FOLDING	
					072-360-0000-4320	407.25
					070-381-0000-4320	407.25
					<b>Total :</b>	<b>814.50</b>
209311	3/5/2018	102688 PROFESSIONAL PRINTING CENTERS	32920		FIELD TEST RESULT CARDS	
			33668		001-222-0000-4300 VEHICLE RELEASE FORMS	42.90
					001-222-0000-4300	163.90
					<b>Total :</b>	<b>206.80</b>

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209312	3/5/2018	892796 RAMIREZ, JAMES	1002526.003		SENIOR TRIP REFUND 004-2383	60.00
					Total :	60.00
209313	3/5/2018	102858 RIVERSIDE COUNTY SHERIFF	REGISTRATION		(3) RGSTRS - POST CERTIFIED RANGE 001-225-0000-4370	936.00
					Total :	936.00
209314	3/5/2018	892797 RUIZ, LEANARD	1002525.003		SENIOR TRIP REFUND 004-2383	50.00
					Total :	50.00
209315	3/5/2018	889023 SAN GABRIEL VALLEY	2018-2019		2018-2019 MEMBERSHIP DUES 001-222-0000-4380	250.00
					Total :	250.00
209316	3/5/2018	103126 SERVPRO	45185141		BIO HAZARD CLEAN-UP 043-390-0000-4330	1,200.00
					Total :	1,200.00
209317	3/5/2018	103184 SMART & FINAL	34805		BREAK ROOM SUPPLIES 001-222-0000-4300	118.24
			44097		SUPPLIES-SENIOR CLUB VALENTINES 004-2346	2.20
			44394		REFRESHMENTS-LP CLUB TRIP 004-2383	76.22
			44450		REFRESHMENTS-LP CLUB TRIP 004-2380	254.37
			57507		SUPPLIES-SENIOR PROG VALENTINES 004-2346	76.76
					Total :	527.79
209318	3/5/2018	103218 SOLIS, MARGARITA	39-50		PETTY CASH REIMBURSEMENT 001-101-0103-4380	4.00
					001-105-0000-4360	13.73
					001-106-0000-4270	15.99
					001-115-0000-4450	30.00
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209318	3/5/2018	103218 SOLIS, MARGARITA	(Continued)		001-130-0000-4370	11.00
					001-190-0000-4267	29.78
					001-222-0000-4300	61.55
					001-225-0000-4350	4.99
					001-310-0000-4370	37.51
					001-371-0000-4360	17.49
					Total :	226.04
209319	3/5/2018	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-97539		NATURAL GAS-CNG STATION 074-320-0000-4402	1,616.23
					Total :	1,616.23
209320	3/5/2018	890834 SPARKLING IMAGE CORP	79110		CAR WASHES-JAN 2018 001-222-0000-4320	90.00
					Total :	90.00
209321	3/5/2018	103251 STANLEY PEST CONTROL	010786		PEST CONTROL-PD 043-390-0000-4260	94.00
					Total :	94.00
209322	3/5/2018	889149 STAPLES BUSINESS ADVANTAGE	8048580635		BREAK ROOM SUPPLIES 001-190-0000-4300	333.56
					Total :	333.56
209323	3/5/2018	103299 SUPREME SALES COMPANY, INC.	018763		INMATE SLIPPERS 001-225-0000-4350	565.00
					Total :	565.00
209324	3/5/2018	888946 TEKWERKS	20030	11592	WEBSITE HOSTING & MAINT-MAR 2018 001-135-0000-4260	800.00
					Total :	800.00
209325	3/5/2018	103205 THE GAS COMPANY	0842203249		GAS-505 S HUNTINGTON 043-390-0000-4210	89.76
					Total :	89.76
209326	3/5/2018	101528 THE HOME DEPOT CRC, ACCT#603532202490	1022429		MISC SUPPLIES	
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209326	3/5/2018	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)				
			1081206		015-310-0866-4600 LP MIDWAY HALL PLATE	33.86
			1191445		043-390-0000-4300 ITEMS RETURNED	10.02
			1280954		043-390-0000-4300 TRASH BAGS	-10.57
					001-341-0000-4300	938.17
					001-311-0000-4300	938.18
			2065366		ELECTRICAL COVER PLATES	
					043-390-0000-4300	4.79
			2065378		MATL'S FOR REC PARK REPAIRS	
					043-390-0000-4300	157.08
			2563130		MATL'S FOR LP PARK REPAIRS	
					043-390-0000-4300	207.41
			3022212		MISC TOOLS	
					070-383-0000-4340	43.93
			3078215		MATL'S FOR CITY HALL REPAIRS	
					043-390-0000-4300	37.54
			3560318		BIN BOXES-PW2115	
					041-320-0311-4400	118.57
			6034559		MATL'S FOR PIONEER PARK REPAIRS	
					043-390-0000-4300	36.52
			9021458		SMALL TOOLS	
					043-390-0000-4300	47.77
			9080720		MATL'S FOR PARKING METER REPAIRS	
					029-335-0000-4340	141.90
					<b>Total :</b>	<b>2,705.17</b>
209327	3/5/2018	890833 THOMSON REUTERS	837618017		DET INVESTIGATIONS TOOLS SUPPOR	
					001-135-0000-4260	182.97
					<b>Total :</b>	<b>182.97</b>
209328	3/5/2018	103903 TIME WARNER CABLE	10369021018		CABLE-PD 02/18/18-03/17/18	
					001-222-0000-4300	230.08
			196309021318		INTERNET SERVICES-CITY HALL	
					001-190-0000-4220	1,299.00
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209328	3/5/2018	103903 TIME WARNER CABLE	(Continued) 28882020518		CABLE-LP PARK 02/13-03/12	
					001-420-0000-4260	184.22
					<b>Total :</b>	<b>1,713.30</b>
209329	3/5/2018	892738 TRANSIT SYSTEMS UNLIMITED, INC	61860		CNG FUEL FOR FLEET	
					007-313-3630-4402	97.27
					<b>Total :</b>	<b>97.27</b>
209330	3/5/2018	892801 TURBODATA	26602		TICKETWRITER CITATION FORMS	
					001-222-0000-4300	878.00
					<b>Total :</b>	<b>878.00</b>
209331	3/5/2018	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (	15122187		REIMB OF POSTAGE MACHINE	
					001-190-0000-4280	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
209332	3/5/2018	887939 ULINE SHIPPING SUPPLIES	94691506		RAIN PROTECTION ENVELOPES	
					001-222-0000-4300	198.91
					<b>Total :</b>	<b>198.91</b>
209333	3/5/2018	888241 UNITED SITE SERVICES OF CA INC	114-6239022		ENVIRONMENT ENERGY COMPLIANCE	
					001-420-0000-4260	37.48
			114-6309939		PORTABLE TOILET RENTAL-REC PARK	
					001-420-0000-4260	173.81
					<b>Total :</b>	<b>211.29</b>
209334	3/5/2018	103534 VALLEY LOCKSMITH	4972		LOCKSMITH SERVICES FOR ALL FACIL	
			5002	11689	043-390-0000-4330	390.00
					LOCKSMITH SERVICES FOR ALL FACIL	
			5004	11689	043-390-0000-4330	178.70
					LOCKSMITH SERVICES FOR ALL FACIL	
				11689	043-390-0000-4330	415.65
					<b>Total :</b>	<b>984.35</b>
209335	3/5/2018	892794 VENEGAS, JULIAN	REIMB.		REIMB-REGISTRATION FEE-CPRS MEE	
					001-420-0000-4360	38.00
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209335	3/5/2018	892794	892794 VENEGAS, JULIAN	(Continued)	Total :	38.00
209336	3/5/2018	889644	VERIZON BUSINESS	61540446	CITY HALL LONG DISTANCE	
				61540447	001-190-0000-4220	50.18
				61540448	CITY YARD LONG DISTANCE	
				61540449	070-384-0000-4220	15.06
				61540450	CITY HALL LONG DISTANCE	
				61540451	001-190-0000-4220	25.13
				61540988	POLICE LONG DISTANCE	
				61540999	001-222-0000-4220	111.95
					CITY YARD LONG DISTANCE	
					070-384-0000-4220	10.04
					PARKS LONG DISTANCE	
					001-420-0000-4220	15.32
					CITY YARD LONG DISTANCE	
					001-310-0000-4220	5.48
					CITY HALL LONG DISTANCE	
					001-190-0000-4220	58.51
					Total :	291.67
209337	3/5/2018	892081	VERIZON BUSINESS SERVICES	70709688	MPLS PORT ACCESS & ROUTER FOR F	
					001-222-0000-4220	1,043.57
					Total :	1,043.57
209338	3/5/2018	100101	VERIZON WIRELESS-LA	9801384120	VARIOUS CELL PHONE PLANS	
					001-105-0000-4220	119.72
					072-360-0000-4220	109.91
					001-101-0109-4220	32.20
					001-101-0111-4220	44.68
					001-101-0107-4220	52.85
					001-101-0103-4220	53.93
					Total :	413.29
209339	3/5/2018	103579	VICA	11423	2018 MEMBERSHIP	
					001-190-0000-4260	660.00
					Total :	660.00

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209340	3/5/2018	103603 VULCAN MATERIALS COMPANY	71722210		UTILITY TRENCH & POTHOLE REPAIR	
			71725415	11710	072-360-0000-4300	664.97
				11710	UTILITY TRENCH & POTHOLE REPAIR	
					070-383-0301-4300	1,481.18
					Total :	2,146.15
209341	3/5/2018	888442 WESTERN EXTERMINATOR COMPANY	5831743		PEST CONTROL-LP PARK	
			5831744		043-390-0000-4260	54.50
			5831745		PEST CONTROL-CITY HALL	
			5831746		043-390-0000-4260	86.00
					PEST CONTROL-REC PARK	
					043-390-0000-4260	79.00
					PEST CONTROL-RUDY ORTEGA PARK	
					043-390-0000-4260	53.00
					Total :	272.50
209342	3/5/2018	889138 WIEDER, CAROL	012718		INTERPRETATION SERVICES-CANNABI	
			020118		001-190-0000-4267	250.00
			021018		INTERPRETATION SERVICES-CANNABI	
			022018		001-190-0000-4267	250.00
					INTERPRETATION SERVICES-CANNABI	
					001-190-0000-4267	250.00
					INTERPRETATION SERVICES- CC MTG	
					001-101-0000-4270	250.00
					Total :	1,000.00
209343	3/5/2018	891531 WILLDAN ENGINEERING	00615860		DESIGN SERVICES FOR STREET RESL	
			00615861	11736	012-311-6673-4600	17,627.50
			00615954	11736	DESIGN SERVICES FOR STREET RESL	
			00615955	11736	012-311-6673-4600	4,211.75
				11736	DESIGN SERVICES FOR STREET RESL	
				11736	012-311-6673-4600	20,123.09
				11736	DESIGN SERVICES FOR STREET RESL	
					012-311-6673-4600	19,475.67
					Total :	61,438.01
209344	3/5/2018	892023 WINDSTREAM	69789320		PHONE SERVICES- 02/18/18-03/17/18	

Page:

20

Page: 20

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02/27/2018 5:19:06PM

Voucher List  
CITY OF SAN FERNANDO

Page: 21

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
209344	3/5/2018	892023 WINDSTREAM	(Continued)			
					001-222-0000-4220	661.59
					001-420-0000-4220	917.63
					070-384-0000-4220	494.57
					001-190-0000-4220	1,819.19
					Total :	3,892.98
98	Vouchers for bank code :	bank3			Bank total :	453,029.04
98	Vouchers in this report				Total vouchers :	453,029.04

Voucher Registers are not final until approved by Council.

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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
**By:** Yazdan T. Emrani, P.E., Director of Public Works/City Engineer

**Date:** March 5, 2018

**Subject:** Consideration to Award a Contract for Roof Repairs at Three City-Owned Buildings

### RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the lowest responsive bid from Western States Roofing Systems Incorporated (Attachment "A") for roof repairs at three (3) City owned buildings;
- b. Authorize the City Manager to execute a Construction Contract (Attachment "B" – Contract No. 1880) with Western States Roofing Systems Inc. in the amount of \$49,657.00; and
- c. Establish a 10% contingency (\$4,966.00) based on the contract amount to cover the cost of unforeseen construction expenses.

### BACKGROUND:

1. On January 9, 2018, a Request for Proposals for Roof Repairs (Attachment "C") was published on the City's website and San Fernando Sun.
2. On January 16, 2018, Public Works staff conducted a job walk with perspective contractors.
3. On January 30, 2018, a bid opening was conducted with the City Clerk; three bids were received.
4. On February 20, 2018, after a complete analysis of submitted bids, staff selected Western States Roofing System's proposal for the roofing project.

**Consideration to Award a Contract for Roof Repairs at Three City-Owned Buildings**Page 2 of 3

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**ANALYSIS:**

As part of the City's Fiscal Year (FY) 2017-2018 Budget, the City Council approved funds for roof repairs at three (3) City-owned buildings; the Police Station, Public Works Operations Center and City Hall. The roofs on each of these buildings are past their useful lives and major repairs should have been conducted five years ago. However, due to budget constraints during this time period, major repairs could not be done; staff depended on spot repairs to maintain the integrity of the roofs.

During the last major rain storm these three buildings leaked constantly to the point City staff could not keep up with the service requests.

Project Details.

The proposed project includes the following improvements:

- Repair Public Works Operations building roof by installing new torch down tittle 24 cap sheet over existing cap sheet, install two force ventilation exhaust vents, and repair all roof penetrations.
- Repair the Police Department's roof by addressing all roof penetrations, the "Z" bar flashing joining the shooting range to the main building and four areas of concern, approximately 900 SQFT on or near the shooting range.
- Repair City Hall's roof penetrations, replace broken roofing tiles, and roofing material blisters.

The proposed project entails only roof repairs not installing a new roof. That said, this type of work needs to be performed every four to five years.

Staff analyzed the three bids submitted and determined the bid from Western States Roofing Systems Inc., to be the lowest responsive bid. The table below summarizes the bids received for project construction:

<b>RANK</b>	<b>BIDDER</b>	<b>BID AMOUNT</b>
1	Western States Roofing Systems Inc.	\$49,657.00
2	Menco Roofing INC.	\$56,900.00
3	BEST Contracting Services Incorporated	\$111,544.00

**Consideration to Award a Contract for Roof Repairs at Three City-Owned Buildings**

Page 3 of 3

**Project Timeline.**

- March 5, 2018  
City Council Award of Contract
- March 12, 2018 through April 27, 2018  
Construction

The contractor has 35 working days to complete the project.

**BUDGET IMPACT:**

The total estimated construction cost for this capital project is \$54,623.00, including contingencies. Funding is included in the City's approved FY 2017-2018 budget.

<b>SOURCES</b>		
<b>Fund</b>	<b>Account Number</b>	<b>Allocation</b>
Facility Maintenance Fund	043-3953-0000	\$ 54,623.00
<b>Total Sources:</b>		<b>\$ 54,623.00</b>

<b>USES</b>		
<b>Activity</b>	<b>Account Number</b>	<b>Cost</b>
Construction	043-390-0000-4500	\$ 49,657.00
Contingency (10%)	043-390-0000-4500	\$ 4,966.00
<b>Total Uses</b>		<b>\$ 54,623.00</b>

**CONCLUSION:**

Authorize the City Manager to execute a Construction Contract with Western States Roofing Systems Incorporated.

**ATTACHMENTS:**

- Western States Roofing Systems Incorporated Proposal
- Contract No. 1880
- Request for Proposals

# Western States Roofing, Inc.

18605 Parthenia Street  
Northridge, CA 91324

License #993251

(818) 718-0770 - Phone  
(818) 718-1240 - Fax

This agreement is between:

Western States Roofing, Inc. (a licensed California contractor) herein referred to as "WSR, Inc. or Contractor" and

Name City of San Fernando - Attn: Elena Chavez, City Clerk hereinafter referred to as Buyer or Owner) Salesman: Shawn Reeves, 818-416-0706

Address 117 Macneil Street City San Fernando State CA Zip 91340

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Cellular: \_\_\_\_\_ E-mail: \_\_\_\_\_

IN CONSIDERATION of the promises herein contained, it is mutually agreed as follows:

1. **CONSTRUCTION:** Contractor promises to furnish the necessary labor, material and equipment and to perform in a workmanlike manner and complete for the owners at 120 Macneil building (Public Works) the following work as detailed:

2. **SPECIFICATIONS:**

- Over Existing Torch Down System Flat/Title 24 - Approximately 60 Squares
- Remove existing coping metal and prepare for a torch down roof application system
- Remove and cut wrinkles on existing cap sheet
- Apply one smooth cap sheet over all removed damaged pieces of cap sheet as necessary
- Apply and torch weld one Title 24 rubber modified bitumen white granule glass cap sheet over the existing roof material and
- and asphalt primer as specified by the manufacturer
- Torch an additional fiberglass granule cap fastened over the parapet walls as necessary per specifications
- Re-install coping metal
- Seal all joints and miscellaneous penetrations with plastic roofing cement as necessary
- Install 2 new attic vents
- Clean jobsite and haul away roofing debris only

2. **WARRANTY:**

Manufacturer guarantees material specified above for a period of: n/a Year(s)

Workmanship guarantee with the same terms of warranty on reverse side of this contract for: 1 Year(s)

3. **WOOD REPLACEMENT:**

The following additional charges will apply for replacement of dry rotted or termite infested wood:

\$ 4.60 per Linear Foot - 1 x 4, 1 x 6, 1 x 8 \$ 6.40 per Linear Foot - 2 x 4, 2 x 6, 2 x 8

\$ 62.00 per 4' x 8' sheet - 1/2" CDX Plywood

4. **EXCLUSION(S):**

The following items are excluded from this Agreement (unless otherwise specified above):

Dry Rot Replacement, All Sheet Metal Items, Lead Flashings, Insulation, Tapered Crickets, Walk Pads, Wood Nailers, Waiver of Subrogation Insurance, Bonding

5. **CONTRACT PRICE:**

Owner promises to pay or cause to be paid to Contractor in consideration therefore, the "Cash Price" sum of

\$ 25,977.00 \*\* ( Twenty Five Thousand, Nine Hundred Seventy Seven \*\*\* Dollars & 00 /100 \*\*)

6. **PAYMENT TERMS:**

\$ Progressive Payment Due Upon Presentation of Invoice

7. **TIME FOR COMPLETION:** The work to be performed by Contractor shall be commenced within approximately 20 business days from date of execution of this agreement and shall be substantially completed within approximately 20 days of said date of commencement. Contractor, however shall not be liable for any delays or variations from the foregoing completion schedule which are caused by factors beyond the control of Contractor (such as, but not limited to: rain or other acts of God; acts of war or civil disturbance; and strikes boycotts, or other obstructive actions by labor organizations or employees, or lock-outs or other defensive actions by employers) - or which are caused by acts or neglect of Owner. In the event that any delay or variation from foregoing completion schedule is caused by any of such factors, a reasonable extension of time for commencement and completion shall automatically be deemed to have been granted. For purposes of this paragraph, "a reasonable extension of time" shall include sufficient time to allow Contractor to commence and complete his obligations under contract agreements with other parties which were originally scheduled for commencement prior to the commencement date of this Contract, and Contractor shall be entitled to complete said other Contract obligations prior to the commencement of work on this Contract.

8. **STIPULATIONS:** Now, therefore, the Owner hereby accepts the above proposal, and the Contractor agrees to perform the work comprehended there under, and by and between them as part and parcel of this Agreement the terms and conditions set forth in original writing on the reverse side hereof are understood and agreed upon.

Buyer hereby authorizes Seller or successors to make whatever inquiries or investigation regarding Buyer's credit rating as Seller deems appropriate.

**NOTICE TO THE BUYER:** Do not sign this Agreement before you read it or if it contains any blank space. You are entitled to a completely filled in copy of this Agreement. Owner acknowledges that he has read and received a legible copy of this Agreement signed by Contractor, including all terms and conditions on the back, before any work was done, and that he has read and received a legible copy of every other document that Owner has signed during the contract negotiations.

**Note:**

This proposal is hereby canceled if not accepted within 30 days from date of signature of owner.

"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME IN WRITTEN FORM PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION." CANCELLATION MUST BE RECEIVED BY CONTRACTOR IN WRITING VIA CERTIFIED MAIL OR BY PERSONAL DELIVERY TO A NAMED REPRESENTATIVE OF ONLY.

**ACCEPTANCE:**

This Contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties of this contract. The written terms, provisions, plan (if any) and specifications in this contract are the entire agreement between the parties. Changes in this agreement shall be done by written change order only and with the express approval of both parties. Changes may incur additional charges.

Western States Roofing, Inc.

Owner (Buyer)

By: \_\_\_\_\_  
REPRESENTATIVE

X \_\_\_\_\_  
OWNER'S SIGNATURE

Date: January 29, 2018

X Date: \_\_\_\_\_

PLEASE PAY IMMEDIATELY UPON COMPLETION

# Western States Roofing, Inc.

18605 Parthenia Street  
Northridge, CA 91324

License #993251

(818) 718-0770 - Phone  
(818) 718-1240 - Fax

This agreement is between:

Western States Roofing, Inc. (a licensed California contractor) herein referred to as "WSR, Inc. or Contractor" and

Name City of San Fernando -- Attn: Elena Chavez, City Clerk hereinafter referred to as Buyer or Owner) Salesman: Shawn Reeves, 818-416-0706

Address 117 Macneil Street City San Fernando State CA Zip 91340

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Cellular: \_\_\_\_\_ E-mail: \_\_\_\_\_

IN CONSIDERATION of the promises herein contained, it is mutually agreed as follows:

1. **CONSTRUCTION:** Contractor promises to furnish the necessary labor, material and equipment and to perform in a workmanlike manner and complete for the owners at 910 First Street Building (Police) the following work as detailed:

2. **SPECIFICATIONS:**

- a) Clean and prepare deck for roof repairs and maintenance
- b) Apply primer as necessary on existing damaged roof deck per specifications
- c) Apply caulking on cracks, blisters and miscellaneous openings
- d) Apply white mastic as necessary on all visible damaged cap sheets and seams as necessary
- e) Seal miscellaneous penetrations with plastic roofing cement as necessary
- f) Address and repair if necessary, roof area approximately 900 SQ FT above the shooting range, surrounding two
- g) air conditioning units
- h) Clean jobsite and haul away roofing debris only
- i) \_\_\_\_\_
- j) \_\_\_\_\_
- k) \_\_\_\_\_

2. **WARRANTY:**

Manufacturer guarantees material specified above for a period of: n/a Year(s)

Workmanship guarantee with the same terms of warranty on reverse side of this contract for: 1 Year(s)

3. **WOOD REPLACEMENT:**

The following additional charges will apply for replacement of dry rotted or termite infested wood:

\$ 4.60 per Linear Foot - 1 x 4, 1 x 6, 1 x 8 \$ 6.40 per Linear Foot - 2 x 4, 2 x 6, 2 x 8

\$ 62.00 per 4' x 8' sheet - 1/2" CDX Plywood

4. **EXCLUSION(S):**

The following items are excluded from this Agreement (unless otherwise specified above):

Dry Rot Replacement, All Sheet Metal Items, Lead Flashings, Insulation, Tapered Crickets, Walk Pads, Wood Nailers, Wavier of Subrogation Insurance, Bonding

5. **CONTRACT PRICE:**

Owner promises to pay or cause to be paid to Contractor in consideration therefore, the "Cash Price" sum of  
\$ 9,381.00 \*\* ( Nine Thousand, Three Hundred Eighty One \*\*\* Dollars & 00/100 \*\*)

6. **PAYMENT TERMS:**

\$ Progressive Payment Due Upon Presentation of Invoice

7. **TIME FOR COMPLETION:** The work to be performed by Contractor shall be commenced within approximately 20 business days from date of execution of this agreement and shall be substantially completed within approximately 20 days of said date of commencement. Contractor, however shall not be liable for any delays or variations from the foregoing completion schedule which are caused by factors beyond the control of Contractor (such as, but not limited to: rain or other acts of God; acts of war or civil disturbance; and strikes boycotts, or other obstructive actions by labor organizations or employees, or lock-outs or other defensive actions by employers) - or which are caused by acts or neglect of Owner. In the event that any delay or variation from foregoing completion schedule is caused by any of such factors, a reasonable extension of time for commencement and completion shall automatically be deemed to have been granted. For purposes of this paragraph, "a reasonable extension of time" shall include sufficient time to allow Contractor to commence and complete his obligations under contract agreements with other parties which were originally scheduled for commencement prior to the commencement date of this Contract, and Contractor shall be entitled to complete said other Contract obligations prior to the commencement of work on this Contract.

8. **STIPULATIONS:** Now, therefore, the Owner hereby accepts the above proposal, and the Contractor agrees to perform the work comprehended there under, and by and between them as part and parcel of this Agreement the terms and conditions set forth in original writing on the reverse side hereof are understood and agreed upon.

Buyer hereby authorizes Seller or successors to make whatever inquiries or investigation regarding Buyer's credit rating as Seller deems appropriate.

**NOTICE TO THE BUYER:** Do not sign this Agreement before you read it or if it contains any blank space. You are entitled to a completely filled in copy of this Agreement. Owner acknowledges that he has read and received a legible copy of this Agreement signed by Contractor, including all terms and conditions on the back, before any work was done, and that he has read and received a legible copy of every other document that Owner has signed during the contract negotiations.

**Note:**

This proposal is hereby canceled if not accepted within 30 days from date of signature of owner.

"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME IN WRITTEN FORM PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION." CANCELLATION MUST BE RECEIVED BY CONTRACTOR IN WRITING VIA CERTIFIED MAIL OR BY PERSONAL DELIVERY TO A NAMED REPRESENTATIVE OF ONLY.

**ACCEPTANCE:**

This Contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties of this contract. The written terms, provisions, plan (if any) and specifications in this contract are the entire agreement between the parties. Changes in this agreement shall be done by written change order only and with the express approval of both parties. Changes may incur additional charges.

**Western States Roofing, Inc.**

**Owner (Buyer)**

By: \_\_\_\_\_  
REPRESENTATIVE

**X** \_\_\_\_\_  
OWNER'S SIGNATURE

Date: January 29, 2018

**X** Date: \_\_\_\_\_

**PLEASE PAY IMMEDIATELY UPON COMPLETION**

# Western States Roofing, Inc.

18605 Parthenia Street  
Northridge, CA 91324

License #993251

(818) 718-0770 - Phone  
(818) 718-1240 - Fax

This agreement is between:

Western States Roofing, Inc. (a licensed California contractor) herein referred to as "WSR, Inc. or Contractor" and

Name City of San Fernando - Attn: Elena Chavez, City Clerk hereinafter referred to as Buyer or Owner) Salesman: Shawn Reeves, 818-416-0706

Address 117 Macneil Street City San Fernando State CA Zip 91340

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Cellular: \_\_\_\_\_ E-mail: \_\_\_\_\_

IN CONSIDERATION of the promises herein contained, it is mutually agreed as follows:

1. **CONSTRUCTION:** Contractor promises to furnish the necessary labor, material and equipment and to perform in a workmanlike manner and complete for the owners at 117 Macneil building (City Hall) the following work as detailed:

2. **SPECIFICATIONS:**

- a) Roof Repair / Maintenance - Approximately 200 Squares
- b) Clean and prepare deck for roof repairs and maintenance
- c) Apply primer as necessary on existing damaged roof deck per specifications
- d) Apply caulking on cracks, blisters and miscellaneous openings and nail as necessary
- e) Apply caulking on all coping metal joints
- f) Seal all plumbing penetrations per specifications
- g) Apply white mastic as necessary on all visible damaged cap sheets and seams as necessary
- h) Clean jobsite and haul away roofing debris only
- i) \_\_\_\_\_
- j) \_\_\_\_\_
- k) \_\_\_\_\_

2. **WARRANTY:**

Manufacturer guarantees material specified above for a period of: n/a Year(s)

Workmanship guarantee with the same terms of warranty on reverse side of this contract for: 1 Year(s)

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The following additional charges will apply for replacement of dry rotted or termite infested wood:

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\$ 62.00 per 4' x 8' sheet - 1/2" CDX Plywood

4. **EXCLUSION(S):**

The following items are excluded from this Agreement (unless otherwise specified above):

Dry Rot Replacement, All Sheet Metal Items, Lead Flashings, Insulation, Tapered Crickets, Walk Pads, Wood Nailers, Waiver of Subrogation Insurance, Bonding

5. **CONTRACT PRICE:**

Owner promises to pay or cause to be paid to Contractor in consideration therefore, the "Cash Price" sum of

\$ 14,299.00 \*\* ( Fourteen Thousand, Two Hundred Ninety Nine \*\*\* Dollars & 00 /100 \*\*)

6. **PAYMENT TERMS:**

\$ Progressive Payment Due Upon Presentation of Invoice

7. **TIME FOR COMPLETION:** The work to be performed by Contractor shall be commenced within approximately 20 business days from date of execution of this agreement and shall be substantially completed within approximately 20 days of said date of commencement. Contractor, however shall not be liable for any delays or variations from the foregoing completion schedule which are caused by factors beyond the control of Contractor (such as, but not limited to: rain or other acts of God; acts of war or civil disturbance; and strikes boycotts, or other obstructive actions by labor organizations or employees, or lock-outs or other defensive actions by employers) - or which are caused by acts or neglect of Owner. In the event that any delay or variation from foregoing completion schedule is caused by any of such factors, a reasonable extension of time for commencement and completion shall automatically be deemed to have been granted. For purposes of this paragraph, "a reasonable extension of time" shall include sufficient time to allow Contractor to commence and complete his obligations under contract agreements with other parties which were originally scheduled for commencement prior to the commencement date of this Contract, and Contractor shall be entitled to complete said other Contract obligations prior to the commencement of work on this Contract.

8. **STIPULATIONS:** Now, therefore, the Owner hereby accepts the above proposal, and the Contractor agrees to perform the work comprehended there under, and by and between them as part and parcel of this Agreement the terms and conditions set forth in original writing on the reverse side hereof are understood and agreed upon.

Buyer hereby authorizes Seller or successors to make whatever inquiries or investigation regarding Buyer's credit rating as Seller deems appropriate.

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**Note:**

This proposal is hereby canceled if not accepted within 30 days from date of signature of owner.

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**ACCEPTANCE:**

This Contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties of this contract. The written terms, provisions, plan (if any) and specifications in this contract are the entire agreement between the parties. Changes in this agreement shall be done by written change order only and with the express approval of both parties. Changes may incur additional charges.

Western States Roofing, Inc.

Owner (Buyer)

By: \_\_\_\_\_  
REPRESENTATIVE

**X** \_\_\_\_\_  
OWNER'S SIGNATURE

Date: January 29, 2018

**X** Date: \_\_\_\_\_

PLEASE PAY IMMEDIATELY UPON COMPLETION



## TERMS AND CONDITIONS

### LICENSING:

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS:

CONTRACTORS' STATE LICENSE BOARD  
PO BOX 26000  
SACRAMENTO, CA 95826

1. **FINANCING:** Owner is responsible for obtaining any financing he deems necessary. Contractor may, at his option, assist or provide such financing as requested and approved by owner. If Contractor provides financing for Owner, Contractor shall have the right to sell, assign or transfer the right to payment, promissory note, and/or Retail installment Contract to any other party, entity or institution of his choice.
2. **CHANGES IN THE WORK:** Owner shall be entitled to order changes, consisting of alterations in additions to, or omissions from the work subject to the following conditions: any order for such changes shall be made in writing and the total contract price shall be adjusted accordingly; the value of such changes shall be agreed upon by the parties and such of such changes shall be agreed upon by the parties and such change orders shall be signed by both the Owner and Contractor.
3. **SURPLUS MATERIALS AND SALVAGE:** Any surplus materials left over after this contract has been completed are the property of Contractor and will be removed by Contractor. No credit is due Owner on returns for any surplus materials because this contract is based upon a complete job. All salvage resulting from work under this contract is the property of Contractor.
4. **CLEAN-UP:** Upon completion and after removing all debris and surplus materials, wherever possible, Contractor will leave premises in a neat, broom clean condition. Any debris consisting of dust, dirt, asphalt, or small bits of materials that fall into attics, garage areas, pools, or any other area being worked over with open beam ceilings or no attic is unavoidable and Contractor shall not be responsible for this cleanup. Contractor recommends Owner layout drop cloths to protect such areas wherever Owner discovers debris infiltration.
5. **ADVERTISING:** Owner hereby grants to Contractor the right to display signs and advertise at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made. Owner grants Contractor the right to publish the project street address on a "references" list, which may be given to prospective customers.
6. **CONCEALED DAMAGE, TERMITE, OR DRY ROT, WORK:** Contractor will inform Owner of any dry rot or other sub-roof deterioration, which is concealed and is discovered during the course of the work. Contractor shall not be obligated to perform any work to correct damage caused by termites or dry rot unless expressly included in the written specifications herein. Any such work shall be an extra charge.
7. **TV ANTENNAS:** Contractor shall use reasonable care, but is not responsible for TV antennas, guy wires or adjustments or sets.
8. **PONDING:** Contractor is not responsible for correcting existing roof surfaces to eliminate ponding or collection of water unless included in the contract terms herein.
9. **PROTECTION OF OWNER'S PROPERTY:** Owner agrees to remove or to protect all personal property, inside and out (including, but not limited to, carpets, rugs, drapes, furniture, shrubs, plantings, and personal property) and Contractor shall not be held responsible for damage to or loss of said items. Owner agrees that he has been advised of the possibility of significant amounts of dust being created during the performance of Contractor's obligations and expressly agrees that Contractor shall not under any circumstances be liable for any damage or soiling of personal property which occurs because of the presence of such dust. Owner agrees that he has been advised by Contractor that trucks heavily loaded with roofing materials and supplies will be using the paved driveway access to the roof area and Owner hereby assumes all risk of damage or injury to said driveway and adjacent driveway area unless herein expressly agreed to the contrary.
10. **RAISING OR MOVING OF EQUIPMENT:** Owner shall be responsible for and agrees to move, raise, or lift all objects (including, but not limited to, conduits, signs, skylights, air conditioners, etc.) which must be raised, moved, or lifted in order to properly apply the roof. If Owner fails to raise, move, or lift such objects, Contractor shall raise, move or lift such objects but shall assume no responsibility for, and shall not be liable for the operation of or damage to any such objects.
11. **CONTRACTOR'S RIGHT TO RESCIND:** Contractor retains the absolute right to rescind this Agreement in writing for any reason whatsoever within three business days from the date of execution hereof. Furthermore, in the event that within three business days of the execution of this Contract, Contractor mails to Owner at the address set forth herein above written notice of his election to retain the right to rescind for an additional eleven days for the purpose of seeking approval of Buyer's Credit, Contractor shall have the right to rescind

this Agreement in writing mailed to the above address of Buyer within fourteen days of the execution hereof on the grounds that Buyer's credit has not been approved.

12. **ENFORCEABILITY AGAINST TRANSFEREES & SUCCESSORS:** This Agreement and all of its terms shall be binding upon and enforceable against the parties hereto and also against the heir's estates, successors in interest, assigns, and personal representatives of the parties hereto. It is further expressly agreed that this Agreement and all terms hereof shall also be binding upon and may be enforced against any person, firm, association or entity to whom Owner transfers any part of his right, title, or interest in or to the premises upon which this Contract is to be performed.
13. **ATTORNEYS' FEES:** In the event that it becomes necessary to retain the services of an attorney in order to enforce any of the [provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. For purposes of this paragraph, "prevailing party" shall be deemed to include any party to this Agreement (or their assigns or successors in interest) to whom payment of any sum is made by another party to this Agreement (or his assigns or successors) in settlement of or as part of the resolution of any controversy, whether or not Court proceedings have been instituted.
14. **INSURANCE:** Contractor shall carry Workmen's Compensation Insurance on all employees.
15. **GUARANTEE AGREEMENT:** Contractor agrees that following completion of work done by him on the building at the above address, he will repair free of charge any water leaks occurring in the roof area on which was performed under said Contract, provided it can be shown after investigation that said leaks resulted from faulty workmanship and provided further, that Buyer has given the Contractor written notice of the existence of such leaks. During the term of this Guarantee, notice must be given promptly upon discovery of any defect or damage. It is understood and mutually agreed that this Guarantee shall not be construed as covering any liability on the part of the Contractor to anyone for, and the Buyer shall not hold the Contractor harmless from and against, any liability to anyone for damage to said building itself, the interior decoration thereof, the contents thereof, or from the interference with partial or total loss thereof, or any part thereof. This Guarantee shall cover only faulty workmanship and shall not extend to damage to the roofing caused by fire, extreme wind, lighting, hail, earthquakes, or distortion, warping, settlement or defects in the roof deck upon which the roof is applied or rests; or injury caused to said roof by other parties by their actions which are beyond the control of the Contractor, or to leaks from the flashing or parapet walls unless same were installed, applied or waterproofed by Contractor. It is further understood that this Guarantee shall not cover leaks through skylights, air conditioning or fan units, vents, chimneys, gutters, carpentry work or other sheet metal installations, unless said materials or units have been installed or applied by Contractor. It is further understood that Contractor is not responsible for the maintenance of the tops of firewalls or parapet walls to prevent exterior staining and is not responsible for any damages resulting from plugged drains which result from the accumulation of debris from sources other than Contractor's work.
16. **CONDITIONS:** It will be the duty of the Buyer, his agent or tenant to ascertain with assurance that the leaks reported are entering through the areas covered by this Agreement and the cause of leakage is defective workmanship applied by Contractor, and not from other causes or other sources. In the event the Contractor's investigation proves trouble is a result of causes other than leaks through the roof area covered by this Agreement, there will be a charge made to cover the cost of making the investigation.
17. **COLLECTION:** Owner agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should Owner default in payment of this contract. Overdue accounts are subject to interest charged at the rate of 1 ½ percent per month.
18. **LIMITATIONS:** No action arising from or related to this contract, or the performance of this contract, shall be started by either party against the other more than two years from either the date of completion or the date of cessation of work under this contract. This limitation applies to all actions of any character. Negligent misrepresentation or unintentional concealment shall not extend this limitation.

"Any controversy or claim arising out of or relating to this contract, or the breach thereof shall be settled by arbitration in accordance with the Uniform Rules for Better Business Bureau Arbitration, and the judgment upon award tendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof."



ATTACHMENT "B"  
CONTRACT NO. 1880

## PROFESSIONAL SERVICES AGREEMENT

### WESTERN STATES ROOFING SYSTEMS INCORPORATED

Roof Repairs at Three City-Owned Buildings

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 5<sup>th</sup> day of March 2018 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Western States Roofing Systems, a California Corporation (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

#### I. **ENGAGEMENT TERMS**

- 1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Work"**). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the work and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."
  - 1.2 **TERM:** This Agreement shall have a term of two (2) months commencing from March 5, 2018 to May 4, 2018]. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause
  - 1.3 **COMPENSATION:**
    - A. CONTRACTOR shall perform the various work and tasks set forth in the Scope of Work in accordance with the compensation schedule (Exhibit "A" Pages 1,2,3) which is (hereinafter, the "Approved Cost of Work").
    - B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the budgeted aggregate sum of FORTY NINE THOUSAND – SIX HUNDRED FIFTY SEVEN DOLLARS (\$49,657) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by
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the CITY acting in consultation with the City Manager and the Finance Director. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term, CITY may suspend CONTRACTOR's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the work and tasks performed during the recently concluded calendar month, including work and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

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## II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Public Works Superintendent and the Public Works Director (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Shawn Reeves, Salesman, to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work completed by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
  - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
  - D. CONTRACTOR understands the nature and scope of the work to be performed under this Agreement as well as any and all schedules of performance;

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- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited subcontractors) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and work contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any work necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, and subcontractors. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the work and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

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- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors or subcontractors is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors or subcontractors or fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor or subcontractor shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers,

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employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents and subcontractors. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONTRACTOR shall procure and maintain

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Errors and Omissions Liability Insurance appropriate to CONTRACTOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents or subcontractors from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR's commencement of any

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work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR's failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials,

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officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

### 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, work or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default,



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the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, work or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, work or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i)

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CONTRACTOR's refusal or failure to perform any of the work or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

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## VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

## PROFESSIONAL SERVICES AGREEMENT

### Water and Sewer Utility Rate Study

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**CONTRACTOR:**

Western States Roofing Systems, Inc.  
18605 Parthenia Street  
Northridge, CA 91324  
Attn: Shawn Reeves  
Phone: (818) 416-0706  
Fax: (818)718-1240

**CITY:**

City of San Fernando  
Public Works Department  
120 Macneil Street  
San Fernando, CA 91340  
Attn: PW Superintendent  
Phone: 818-898-1293  
Fax: (818) 898-3221

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONTRACTORS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.8 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

## PROFESSIONAL SERVICES AGREEMENT

### Water and Sewer Utility Rate Study

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- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

**PROFESSIONAL SERVICES AGREEMENT****Water and Sewer Utility Rate Study**Page 16 of 17

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- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

**(SIGNATURE PAGE TO FOLLOW)**

**PROFESSIONAL SERVICES AGREEMENT****Water and Sewer Utility Rate Study**Page 17 of 17

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF SAN FERNANDO****Western States Roofing Systems, Inc.**

By: \_\_\_\_\_  
Alexander P. Meyerhoff, City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Rick R. Olivarez, City Attorney



**ATTACHMENT “C”**

**NOTICE OF REQUEST FOR PROPOSALS  
FOR  
ROOF REPAIRS AT THREE (3) CITY OWNED BUILDINGS**

All proposals must be submitted in a sealed envelope and received at San Fernando City Hall- City Clerk's Office on or before January 30, 2018 by 4:00 PM with the following notation:

**Proposal for Roof Repairs  
City of San Fernando**

Please direct all comments or questions to Rodrigo Mora, Public Works Superintendent, City of San Fernando, 120 Macneil Street, San Fernando, California 91340 in written letter format or via email at [rmora@sfcity.org](mailto:rmora@sfcity.org).

## SECTION ONE- GENERAL INFORMATION

### INTRODUCTION

The City is interested in receiving responsive and competitive proposals from experienced and qualified contractors to perform roof repairs at three (3) City owned buildings. The required services and performance conditions are described in the Scope of Work.

### BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 127 full-time employees from a total Adopted Budget for fiscal year 2017-2018 of \$41.6 million, which includes a General Fund budget of \$19 million. The City is a cost conscious provider of outstanding public services to its citizens and local businesses.

The City believes that the open competition for services and products provides the City with the best results for its public dollars.

#### Mandatory Pre-Bid Meeting

Proposers must attend a pre-bid meeting on Tuesday, **January 16, 2018 @ 1:30 PM** to receive specific information about the project, bid requirements and process, and to discuss particular questions that may arise after a review of this RFP. The pre-bid meeting will be held at the Public Works Operations Center, 120 Macneil Street, San Fernando, CA 91340 and will include a walk of each building.

#### Procurement Process Timeline

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change. If the Public Works Department finds it necessary to change any of these dates or times prior to the proposal due date, the change will be accomplished by addendum.

<b>Date</b>	<b>Activity</b>
January 9, 2018	Issue Request for Proposals
January 16, 2018	Mandatory Pre-bid Meeting
January 23, 2018	Deadline for Submittal of Questions
January 25, 2018	City's Response to Questions
January 30, 2018	Proposals Due to the City
February 20, 2018	Award Contract

## **SECTION TWO- SCOPE OF WORK**

The primary scope of work for this Request for Proposals is for **Roof Repairs at Three City Buildings** which includes, but is not limited to:

### **120 Macneil building (Public Works)**

#### **Over Existing / Torch Down System Flat / Title 24**

##### **Approximately -60 Squares**

1. Remove existing coping metal and prepare for a torch down roof application system.
2. Remove and cut wrinkles on existing cap sheet.
3. Apply one smooth cap sheet over all removed damaged pieces of cap sheet as necessary.
4. Apply and torch weld one Title 24 rubber modified bitumen white granule glass cap sheet over the existing roof material and asphalt primer as specified by the manufacturer.
5. Torch an additional fiberglass granule cap fastened over the parapet walls as necessary per specifications.
6. Re-install coping metal.
7. Seal all joints and miscellaneous penetrations with plastic roofing cement as necessary.
8. Install 2 new attic vents.
9. Clean jobsite and haul away roofing debris only.

### **117 Macneil Building (City Hall)**

#### **Roof Repair / Maintenance**

##### **Approximately -200 Squares**

1. Clean and prepare deck for roof repairs and maintenance.
2. Apply primer as necessary on existing damaged roof deck per specifications.
3. Apply caulking on cracks, blisters and miscellaneous openings and nail as necessary.
4. Apply caulking on all coping metal joints.

5. Seal all plumbing penetrations per specifications.
6. Apply white mastic as necessary on all visible damaged cap sheets and seems as necessary.
7. Seal miscellaneous penetrations with plastic roofing cement as necessary.
8. Clean jobsite and haul away roofing debris only.

### **910 First Street Building (Police)**

#### **Roof Repair / Maintenance**

##### **Approximately -200 Squares**

1. Clean and prepare deck for roof repairs and maintenance.
2. Apply primer as necessary on existing damaged roof deck per specifications.
3. Apply caulking on cracks, blisters and miscellaneous openings.
4. Apply white mastic as necessary on all visible damaged cap sheets and seems as necessary.
5. Seal miscellaneous penetrations with plastic roofing cement as necessary.
6. Address and repair if necessary, roof area approximately 900 SQFT above the shooting range, surrounding two air conditioning units.
7. Clean jobsite and haul away roofing debris only.

### **SECTION THREE- INSTRUCTIONS**

Any contract resulting from this RFP will be awarded to that firm whose proposal is deemed by the City to be most qualified considering the evaluation criteria stated in SECTION 3.5, and provides the City with the best value among those proposals deemed acceptable.

“Best Value” will be determined solely by the City.

The City reserves the right to meet or communicate with any PROPOSER to clarify the responsiveness of its proposal and the responsibility of the proposer’s organization and its sub-proposers, in order to ascertain technical acceptability.

### 3.1 Proposal Submittal

Each prospective firm must submit one (1) original signed copy and two (2) duplicate copies of the complete proposal in a sealed envelope marked "Proposal for Roof Repairs: City of San Fernando." Proposal submissions must contain page numbers and are limited to a total of twenty-five (25) pages (including appendices) using letter sized paper and not less than 12 point font.

To be considered, all proposals shall be completely responsive to the Request for Proposal (RFP) document. "Completely responsive" is hereby defined as meeting all requirements as outlined in Section 2.2, Proposal Requirements. Proposals must be received by the City by Tuesday, January 30, 2018 no later than 4:00 PM. If mailing, proposals shall be sent to:

City of San Fernando  
Attn: Elena Chávez, City Clerk  
117 Macneil Street  
San Fernando, CA 91340

The City does not recognize the US Postal Service, or any other organization, as its agent for purposes of accepting proposals. All proposals received after the deadline will be rejected and returned unopened. No extensions will be granted. All proposals will become the property of the City of San Fernando and will be made available for public inspection after an award is made or all proposals are rejected.

### 3.2 Proposal Requirements

The proposal shall include the following:

1. Understanding of the Scope of Work.  
Describe your understanding of the work to be performed.
2. Experience and Qualifications of Firm.  
List similar projects successfully completed within the last five (5) years.
3. Key Personnel.  
Please provide the names and qualifications of the key personnel assigned to this contract.
4. References.  
Provide a list of references from the past and current clients within the last five (5) years.
5. Schedule.  
Contractor shall submit a timeline as to when each task will be completed
6. Fee Proposal.  
The fee proposal will be reviewed, but is not the sole factor in the selection process. Submit documentation associated with the pricing of each task.

### **3.3 Bid Rejection**

All proposals will be reviewed to determine conformance with the RFP requirements. Any proposal that the City deems incomplete, conditional, or non-responsive to the RFP requirements may be rejected. The City reserves the right to reject any and all proposals.

### **3.4 Screening, Selection and Award**

Screening and selection will take place through the process described below. An award of contract may be made to the firm that meets the proposal requirements specified in this RFP and whom submits the proposal that is considered most advantageous to the City. Negotiations may or may not be conducted with any prospective firms, therefore, each proposal should include the firm's most favorable terms and conditions since selection may be made without discussion with any firm.

The screening and selection process shall be as follows:

1. Sealed proposals will be opened and evaluated to determine compliance with Section Five, Required Qualifications of Contractor. Proposals meeting specified requirements will be considered responsive and will be included in the next phase of review.
2. Responsive proposals will be evaluated by City staff members. Following this review, a decision will be made whether to recommend award a contract for Roof Repairs to the firm that best meets the needs of the City.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City reserves the right to modify the RFP evaluation criteria described below. The City also makes no representations that any contract will be awarded to any firm responding to this RFP. The City expressly reserves the right to reject any and all proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of responsiveness to this RFP.

### **3.5 Evaluation Criteria**

After review for compliance to required qualifications, the City will evaluate proposals based on the following criteria. Cost will not be the sole criteria for which an award of contract is made.

#### Qualifications and Experience of Firm and Key Personnel- 45%

- Qualification and experience of key personnel;
- Experience and past performance for similar scope of work; and
- Verification of references

#### General Quality and Responsiveness of the Proposal- 30%

- Presentation, completeness, and thoroughness of the proposal;
- Responsiveness to the terms, conditions, and items of performance; and
- Grasp of the scope and services to be performed

Fee Proposal- 25%

- Costs will be evaluated should a firm meet all other criteria. Each firm should provide a current schedule of fees for related services.

**SECTION FOUR- CONTRACT TERMS**Professional Services Agreement.

No agreement shall be binding upon the City until a Professional Services Agreement is completely executed by the Firm and the City. A sample agreement has been attached as a reference.

Minimum Insurance Requirements.

The Firm shall, at its own expense, procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by the firm, its agents, representatives, employees, or subcontractors.

Conflict of Interest.

It shall be the duty of the Contractor to comply with all applicable State and Federal laws relating to prohibited conflicts of interest. As part of its response to this RFP, the Contractor shall disclose in writing, any financial, business, employment, or other relationships with the City or with any of its officers, employees, or agents that are or were in existence during the twelve (12) calendar months immediately preceding, and including, the date the Contractor's response to this RFP is filed. In addition, the Contractor shall disclose in writing any financial, business, employment or other relationships with any contractor who may have a financial benefit in securing design and/or construction contracts for a City project. The Contractor shall have a continuing obligation to keep the foregoing disclosures current and up-to-day during the term of this contract, and the Contractor's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract.

Permits/Licenses.

The Contractor shall obtain and pay for a business license as necessitated for doing work within the City of San Fernando. Valid licensure shall be in place for the life of the contract as stipulated in the executed Professional Services Agreement.

**SECTION FIVE- REQUIRED QUALIFICATIONS OF CONTRACTOR**

Proposals to perform Roof Repairs for the City of San Fernando will be evaluated by city Staff to determine whether or not they meet the following required qualifications. Proposals which fail to provide documentation responding to all of the required items set forth below may be considered non-responsive and will be rejected.

1. Experience.

In order to be considered eligible and qualified under this RFP, the Contractor must have a minimum of five (5) years of experience conducting roof repairs to buildings similar in size to the ones stated in this RFP. A statement of qualification demonstrating the foregoing and listing the firm's experience in providing stated services, together with the names, addresses and telephone numbers of other clients for whom similar services have been provided shall be furnished with the proposal. Client references should be located within California, if possible.

2. Organization.

The Contractor should submit a description of its organizational structure, history, legal status (i.e. partnership, corporation, etc.), list of owners and officers, capabilities, and experience.

3. Staffing.

Contractor shall include the resumes of the proposed key personnel showing relevant education, training and experience. Please specifically address any technical resources and staff that will be available to assist the City.

4. Insurance requirements.

- a. Ability to obtain insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the PROPOSER can be insured for the amount required by the City.
- b. PROPOSER agrees to obtain, maintain and pay the premiums for the following types and amounts of insurance coverage for the entire term of the contract to insure against liabilities, claims, losses, or damages resulting from work required by the contract documents:
  - a. Workers' Compensation Insurance as required by the State of California and endorsed to include Broad Form All States Coverage, which shall cover all proposer employees engaged in the performance of the work; and Employer's Liability with limits of not less than \$1,000,000 each accident; \$1,000,000 each employee by disease and \$1,000,000 policy limit by disease;
  - b. Business Automobile Liability Insurance covering claims for Bodily Injury or Property Damage, including onsite and off-site operations, and including owned, non-owned and hired vehicles with at least a \$1,000,000 combined single limit of liability;
  - c. Commercial General Liability Insurance covering claims that the PROPOSER or any of its employees, agents or sub-proposers become legally obligated to pay as damages due to Bodily Injury or Property Damage with limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall include Products/Completed Operations; Contractual Liability; Personal Injury Liability and Broad Form Property Damage. If insurance is written on a claims-made form, coverage shall continue for a period of not less than 3 years following termination of this contract. Coverage shall also provide for a retroactive date of placement prior to the effective date of the contract.



Umbrella Liability Insurance for an amount of not less than \$5,000,000 per occurrence and in the aggregate that follows form and applies excess of the primary coverage stated in a, b & c above.

1. The PROPOSER shall require its sub-proposers, if any, to obtain an amount of insurance coverage which is deemed adequate by the PROPOSER. The sub-proposers, prior to commencing any of the work, shall submit certificates evidencing such insurance coverage to the PROPOSER.
2. The certificates of insurance will specify that the insurer will endeavor to provide a 30 day written notice to the City of cancellation of such insurance. Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by the City.
3. The policies listed in (a) and (b) above will name the City as an Additional Insured. Proposer will supply proper certificates of insurance to the City prior to the commencement of the agreement and will furnish to the City certificates of insurance annually thereafter for the term of the agreement.
4. All such insurance as indicated above shall be provided by insurance companies having a Best's rating of not less than AVIII.

5. Debarred, Suspended or Ineligible Contractors.

Firm certifies by submission of a response to the RFP that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Nick Kimball, Deputy City Manager/Director of Finance

**Date:** March 5, 2018

**Subject:** Consideration to Approve a Lease Agreement with the Mountains Recreation and Conservation Authority (MRCA) Regarding the Pacoima Wash Natural Park

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Lease Agreement (Attachment "A" – Contract No. 1876) with MRCA for the City's use and maintenance of the Pacoima Wash Natural Park;
- b. Approve an Assignment and Assumption of Grant Agreement (Attachment "B" – Contract No. 1877) with MRCA and the State of California, through the Santa Monica Mountains Conservancy assigning obligations under Grant No. SMM-05055;
- c. Approve an Assignment and Assumption of Grant Agreement (Attachment "C" – Contract No. 1878) with MRCA and the State of California, through the Santa Monica Mountains Conservancy assigning obligations under Grant No. SMM-0836;
- d. Approve an Assignment and Assumption of Grant Agreement (Attachment "D" – Contract No. 1879) with MRCA and Los Angeles County Regional Park and Open Space District assigning obligations under Grant Agreement 58A1-14-2374; and
- e. Authorize the City Manager to execute the agreements.

### BACKGROUND:

1. In 2003, the City of San Fernando and the City of Los Angeles commissioned a planning study by the Landscape Architecture Program of Cal Poly Pomona ("the 606 Studio") to design a greenway vision along the Pacoima Wash. The study included a series of community outreach surveys and workshops to solicit stakeholder input and support for converting the Pacoima Wash into a multi-purpose amenity. This study was adopted and subsequently adopted by the City as a Master Plan for improvements along Pacoima Wash.

**Approval of a Lease Agreement with the Mountains Recreation and Conservation Authority (MRCA)  
Regarding Eighth Street Park.**

Page 2 of 4

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2. On April 1, 2005, the MRCA acquired the future Pacoima Wash Greenway Eighth Street Park site (Pacoima Wash Natural Park, "the Park") with \$562,000 in Proposition 50 grant funds.
3. On April 22, 2005, representatives from the MRCA met with the City's Pacoima Wash Ad Hoc Committee and City staff to request that the City support and take the lead in submitting an application for grant funding for the Park project.
4. As part of the 2006 Proposition 50 Chapter 8 grant cycle, the MRCA received a grant award of \$587, 000 for the construction of a 2.9-acre river park at the Eighth Street property, bringing the total funds allocated to this project by the MRCA to \$1,149,000.
5. City staff worked closely with MRCA in finalizing the design of the Park.
6. On May 5, 2008, bids were opened by the MRCA for construction of the the Park.
7. On May 12, 2008, the Santa Monica Mountains Conservancy appropriated \$1,200,000 in Proposition 84 funds to the MRCA for the construction of the Park.
8. On June 2, 2008, the City Council approved a Memorandum of Understanding and Cooperation Agreement (MOU) regarding the development, construction, and maintenance of the Park.
9. Per the MOU, the MRCA's duties and responsibilities included:
  - a. The design, development and construction of the Park.
  - b. All maintenance of the park for a three-year period commencing from the opening date of the Park.
  - c. Assist the City in seeking an organization to maintain the Park in perpetuity.
10. Per the MOU, the City's duties and responsibilities included:
  - a. Waiving any and all fees that were associated with construction and development of the Park.
  - b. Installation of water service.
  - c. Street sweeping of the two circular plazas in the Park during MRCA's three-year maintenance period.
  - d. Servicing the sediment traps located in the Park during the MRCA's three-year maintenance period.

**Approval of a Lease Agreement with the Mountains Recreation and Conservation Authority (MRCA)  
Regarding Eighth Street Park.**Page 3 of 4

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11. Construction of the park was completed on June 2014 and MRCA's three-year maintenance period expired in June 2017. The City has been providing maintenance services since that date.

**ANALYSIS:**

Per the MOU, MRCA will transfer maintenance and operations of the Park to the City after three-years of Park operations, which expired in June 2017. Consequently, staff worked with MRCA to draft a Lease Agreement that outlines the duties of both parties. Some key salient points of the agreement are as follows:

- The length of the Lease Agreement (Agreement) shall be 20 years and automatically renew for another 20 year term thereafter unless MRCA, with 180 days of notice prior to the expiration of the then current Lease Term, provides written notice to the City of the desire to renegotiate this Agreement and the Parties commit to drafting and negotiating a subsequent lease to govern the Park.
- The Agreement shall terminate upon the successful transfer of fee title to the Park to the City or another entity, whichever is earlier.
- The City shall not pay MRCA for the lease of the Park. Rather, as consideration, MRCA shall receive the benefit of the City's ongoing investment in the Park's operation and maintenance expenses.
- The Parties agree that the City shall use the Park solely for public park, recreational, and open space purposes. Any changes to the Park or alterations of its use are subject to prior approval by MRCA.
- The City shall keep the Park open to the public seven days per week for the majority of daylight hours except during storm events. During storm events, the City shall secure and close the Park to the public for safety reasons.
- The City will assume the full costs of operating and maintaining the Park on a weekly basis.
- The City is permitted to charge fees for special events or permit filming operations at the Park.
- The City shall be responsible for payment and maintenance of any and all utilities or other services, such as public safety services, at the Park. The City shall also be responsible for the maintenance of any existing or, if permitted by the MRCA, future City-constructed improvements on, or City-initiated alterations to, the Park. The City shall also be responsible for the payment of any taxes, assessments, or fees that may accrue from its leasehold interest or use of the Park.

**Approval of a Lease Agreement with the Mountains Recreation and Conservation Authority (MRCA)  
Regarding Eighth Street Park.**Page 4 of 4

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- City shall have the right to assign its rights under the Agreement or to sublease all or a portion of the Park responsibilities to another entity to maintain a caretaker upon the Park, but such sublease does not limit the authority of MRCA to terminate the Lease as provided.

**BUDGET IMPACT:**

The Facilities Maintenance Division has been providing maintenance of the Park, including locking and unlocking the gates on a daily basis, providing tree trimming and landscape maintenance, and maintaining the Park's cleanliness. Other than water for irrigation, there are no other utilities currently provided at the Park. Security is provided by the Police Department on an as-needed basis.

The minimal amount of maintenance and security that is currently being provided at the Park has been absorbed into the current operating budget. However, if additional maintenance or security services become necessary, those costs may require an additional allocation.

**CONCLUSION:**

The Pacoima Wash Natural Park provides an important public benefit as it provides additional open space to the residents of San Fernando while treating urban runoff from a 33-acre watershed. It may also serve as a hub when construction of the Pacoima Wash Bikepath and Pedestrian Bridge project is completed. The ongoing costs for maintenance and security, while currently minimal, will increase over time and require additional City resources.

The MOU provides for MRCA assisting the City with identifying an outside organization to provide maintenance for the Park in perpetuity. The Lease Agreement provides for assignment of the duties and responsibilities in the lease to another organization should one be identified. City staff will continue to work with MRCA to identify an organization to provide ongoing maintenance.

Therefore, in accordance with the MOU, City staff recommends approving the Lease Agreement with MRCA for maintenance and operation of the Pacoima Wash Natural Park until an outside organization can be identified to provide maintenance in perpetuity.

**ATTACHMENTS:**

- A. Contract No. 1876
- B. Contract No. 1877
- C. Contract No. 1878
- D. Contract No. 1879



## Pacoima Wash Natural Park Ground Lease Agreement

**ATTACHMENT "A"**  
**CONTRACT NO. 1876****LEASE AGREEMENT**

This Lease Agreement ("Agreement") is made as of the \_\_\_ day of February, 2018 ("Effective Date") by and between MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a public entity of the State of California exercising joint powers of the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500 et seq. of the Government Code (the "MRCA"), and the CITY OF SAN FERNANDO, a municipal corporation organized and existing under the laws of the State of California (the "City"). Collectively, MRCA and the City are the Parties to this Agreement. The capitalized term "Party" shall refer to CITY or MRCA interchangeably as appropriate.

This Agreement is entered into between the MRCA and the City for the purpose of MRCA leasing to the City a 4.35-acre park located on property within the City of San Fernando identified by Assessor Parcel Numbers 2515-025-900, 2515-025-902, 2513-033-900, 2513-033-901, 2513-033-902, 2513-033-903, 2513-033-904, and 2513-033-905, the Pacoima Wash Natural Park ("Park").

**RECITALS**

- A. MRCA is the owner of certain land located in City of San Fernando and identified by the Los Angeles County Assessor Parcel Numbers 2513-033-903, 2513-033-904, and 2513-033-905.
- B. The Park is constructed on portions of Los Angeles County Flood Control District (FCD) owned property, Assessor Parcel Numbers 2515-025-900, 2515-025-902, 2513-033-900, 2513-033-901, and 2513-033-902, per an executed Use Agreement between MRCA and FCD dated May 12, 2008.
- C. The Park is fully described Exhibit A, attached and hereto and incorporated by reference herein.
- D. In June 2008, the City and MRCA entered into a memorandum of understanding and cooperative agreement ("MOU") for MRCA to build and operate the Park and then for MRCA to transfer maintenance and operations of the Park to the City after three years of Park operations. The Parties enter into this Agreement to fulfill their obligations of the prior MOU.
- E. The MOU is attached as Exhibit B, and incorporated by reference herein.

Therefore, incorporating the above Recitals and for good and valuable consideration, the Parties agree as follows:

## Pacoima Wash Natural Park Ground Lease Agreement

### Section 1. Lease

MRCA leases to the City the Park on the terms and conditions of this Agreement. During the term of the Agreement, the City will be solely responsible for maintenance, operations and liability for any and all existing and future improvements upon the Park, including all costs associated therewith.

### Section 2. Term of Agreement

- A. The term of the Agreement shall commence on execution by the Parties (“Commencement Date”).
- B. The length of the lease (“Lease Term”) shall be 20 (twenty) years from the Commencement Date and automatically renew for 20 (twenty) year terms thereafter.
- C. This Agreement shall terminate upon the successful transfer of fee title to the Park to the City or another entity, whichever is earlier.
- D. This Agreement shall be automatically renewed according to the Lease Term unless MRCA, with 180 (one hundred eighty) days of notice prior to the expiration of the then current Lease Term, provides written notice to the City of the desire to renegotiate this Agreement and the Parties commit to drafting and negotiating a subsequent lease to govern the Park.

### Section 3. Lease Payment Obligation.

The City shall not pay MRCA for the lease of the Park. Rather, as consideration, MRCA shall receive the benefit of the City’s ongoing investment in the Park’s operation and maintenance expenses.

### Section 4. Use.

- A. The Parties agree that the City shall use the Park solely for public park, recreational, and open space purposes (“Uses”) and consistent with the uses on the effective date of this Agreement.
- B. All other Uses must be approved by the MRCA.
- C. All Uses shall be consistent with all federal, state, and local laws and ordinances and pursuant to all applicable permits or other entitlements.
- D. The City shall keep the Park open to the public seven days per week for the majority of daylight hours except during storm events. During storm events, the City shall secure and close the Park to the public for safety reasons.
- E. The City agrees to comply with all laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to Uses and the Park, including any laws, rules, orders, regulations, and statutes governing the operation and safety of the Uses on the Park.
- F. The City shall obtain, on a timely basis, any and all applicable permits and licenses required by city, state, and federal government entities for any and all improvements and/or alterations, and associated Uses. The City agrees that failure to obtain any such applicable permits or licenses on a timely basis will constitute a material breach of the

## Pacoima Wash Natural Park Ground Lease Agreement

terms of this Agreement. The City will provide copies of any and all applicable approved permits and licenses to MRCA upon request. The City will keep all approved permits and licenses current during the term of this Agreement or any extensions thereto.

- G. The City shall not commit or permit any waste or any public or private nuisance upon the Park.
- H. The City shall not build on, improve, or fundamentally alter the Park from its current state without prior written authorization from the MRCA.
- I. The City shall take full legal and equitable responsibility for its Uses and related activities on the Park, including the building or use of any and all structures or improvements on, or alterations to, the Park, whether permanent or temporary, and will fully indemnify, defend, protect, and hold harmless MRCA for the same as set forth in Section 8 of this Agreement.
- J. Consistent with the Uses, the City shall maintain the Park and any alterations or improvements thereon in a good, orderly, and safe condition. The City will at all times take all reasonable steps to ensure that its activities, operations, and Uses on the Park are conducted in a manner so as not to detract from the aesthetic value of the property at large.
- K. The City shall not directly or indirectly create, incur or assume any lien on or with respect to the Park.
- L. Landscaping:
  - a. The City shall not fundamentally alter the nature of Park's existing landscaping or plant pallet without prior written permission from MRCA.
  - b. Unless the City determines that there is a likely immediate hazard to people or property, the City may not remove any trees without prior permission.
  - c. The City may only use plants consistent with MRCA's approved plant list, attached as Exhibit C. The use of any other plant type will require a formal request to and written permission from the MRCA.
- M. The City will assume the full costs of operating and maintaining the Park on a weekly basis.
- N. Revenues:
  - a. The City is permitted to charge fees for special events or permit filming operations at the Park.
  - b. The City shall ensure that all permit recipients for special events and permit filming name MRCA, the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District as an additional insured for comprehensive liability insurance from a responsible insurance company authorized to do business in California, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for injury or death to each person per occurrence, and, for damage to property, a limit of One Hundred Thousand Dollars (\$100,000) per occurrence for any claims, demands, of causes of action of any person arising out of accidents occurring on the Park in relation to the special event or film permit. The procurement and maintenance of insurance as specified is a material part of the consideration to MRCA for the right to allow for special events and permit filming. Each policy of insurance shall be issued by a responsible insurance company authorized to do business in California. Each policy of insurance shall be primary and noncontributory with

## Pacoima Wash Natural Park Ground Lease Agreement

- any policies carried by MRCA, and, to the extent obtainable, any loss shall be payable notwithstanding any act or negligence of MRCA that might otherwise result in forfeiture of insurance.
- c. The City shall ensure that any release of the City, specific or general, related to special events or permit filming additionally releases MRCA.
  - O. The City shall ensure that all stormwater treatment elements and features, including but not limited to the placitas, drains, sediment vaults, arroyos, detention basin, and bridges are properly maintained regularly, and after every storm event, and are fully functional. All stormwater elements and features are described and attached in Exhibit A under "BMP Improvements".
    - a. In the event the MRCA determines that the City is not properly maintaining, cleaning and operating the stormwater elements and features, MRCA may provide the City with a written 'notice of correction' to cure the issue(s). If the City does not cure the issue(s) within a reasonable amount of time, or time specified in the notice, MRCA may cure at its own expense and provide the City an invoice for reimbursement of maintenance cost. The City must fully reimburse MRCA for its costs within 60 days of MRCA's mailing of the invoice.
    - b. In the event the MRCA determines, at its sole discretion, that the City's failure to maintain the stormwater elements and features presents an immediate hazard to public safety or property, MRCA may immediately cure without prior written or verbal notice to the City. In such emergency situations, MRCA shall send an invoice to the City for MRCA's expenses to cure. The City must fully pay MRCA's invoiced amount (half of MRCA's total emergency cure costs) within 60 days of MRCA's mailing of the invoice.
  - P. No Park vehicular or pedestrian gate, including the Foothill gate, may be moved, expanded in height or expanded in width without MRCA's explicit written permission.
  - Q. Vehicle and heavy equipment use:
    - a. The City may allow vehicles or equipment that weighs more than one thousand (1,000) pounds (lbs) on the placitas.
    - b. Except as allowed by subsection Q(a) or Q(c), the City shall not allow any vehicle or equipment that weighs more than one thousand (1,000) pounds (lbs), including police patrol vehicles or equipment, on the property without prior explicit written permission from MRCA.
    - c. In the case of an emergency or an immediate threat to public safety, the City, at its own risk and cost, shall be allowed to use vehicles or equipment that weighs more than one thousand (1,000) pounds (lbs), including police patrol vehicles or equipment, on any part of the property without prior explicit written permission from MRCA. The City understands that MRCA considers vehicles and equipment use in all areas of the Park, except the placitas, to be dangerous and likely to damage property and be a risk of bodily harm or death.
  - R. The City shall not widen any paths or alter bridges without prior explicit written permission from MRCA.

## Pacoima Wash Natural Park Ground Lease Agreement

### Section 5. Utilities, Repairs, Public Safety and Maintenance.

- A. The City shall be responsible for payment and maintenance of any and all utilities or other services, such as public safety services, at the Park. The City shall also be responsible for the maintenance of any existing or, if permitted by the MRCA, future City-constructed improvements on, or City-initiated alterations to, the Park. The City shall also be responsible for the payment of any taxes, assessments, or fees that may accrue from its leasehold interest or use of the Park.
- B. The City shall repair at its expense any and all minor or major damage that may result from an accident or vandalism within the Park within 60 days of discovery of the damage by the City or written notification of the damage by MRCA.
- C. The City shall repair at its expense any and all damage that may result from the City allowing any vehicle or equipment that weighs more than one thousand (1,000) pounds (lbs), including police patrol vehicles or equipment, within the Park within 60 days of discovery of the damage by the City or written notification of the damage by MRCA. The City is responsible for public safety and police patrol of the Park. MRCA Rangers are not responsible for law enforcement at the Park, but, at their sole discretion, may exercise their law enforcement authority at the Park. In the event MRCA Rangers need assistance or make an arrest, they shall notify the San Fernando Police Department as soon as it is safe to do so.
- D. MRCA has provided equipment for the City to use as part of this Agreement, including an irrigation pump and four controller keys; a wrench key for backflow; a key for overflow valve; a maintenance and manufacturer material information booklet; six (6) 'Masterlock' combo locks on vehicle and pedestrian gates; and the irrigation working schedule for zones. The City is responsible for maintaining and repairing the equipment.

### Section 6. Entry.

The City shall permit MRCA and its officers, agents, employees, or designees to enter the Park at all reasonable times but upon no less than forty-eight (48) hours prior written notice to inspect the Park to determine whether the City is complying with the terms of this Agreement and to do other lawful acts that maybe necessary to protect MRCA's interest in the Park under this Agreement or to perform any act pursuant to MRCA's rights and obligations under this Agreement.

### Section 7. Surrender of Park.

- A. Upon termination of this Agreement for any reason other than the successful transfer of fee title of the Park to the City, a renewal or re-write of this Agreement, the City shall promptly surrender and deliver the Park to MRCA in a condition that is, in MRCA's reasonable opinion, equal or better than at the beginning of this Agreement, and, at MRCA's discretion, shall cease all Uses at the Park and remove all improvements at the City's cost within 30 days from the date of termination.
- B. Upon termination of this Agreement for any reason other than the successful transfer of fee title for the Park to the City, a renewal of this Agreement or a new lease between

## Pacoima Wash Natural Park Ground Lease Agreement

MRCA and the City of the Park, the City shall not holdover for any period of time upon termination of this Agreement, except by a written amendment to this Agreement which shall be signed by both Parties.

- C. The City shall pay MRCA all reasonable rent due for any authorized holdover period.

### Section 8. Indemnity.

- A. MRCA shall indemnify, defend and hold harmless the City, including its elected and appointed officials, officers, employees, agents, attorneys and designated volunteers from any and all liability, including but not limited to, demand, claims, actions, fees, costs and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of MRCA or its member public agencies arising from or related to this Agreement. However, that MRCA shall not indemnify the City for the City's own negligence or willful misconduct.
- B. The City shall indemnify, defend and hold harmless MRCA, the State of California, the Santa Monica Mountains Conservancy, the Rancho Simi Recreation and Park District, the Conejo Recreation and Park District, including their elected and appointed officials, officers, employees, agents, contractors, attorneys and designated volunteers (collectively, "MRCA Indemnified Parties") from any and all liability, including but not limited to, demand, claims, actions, fees, costs and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the acts of the City arising from or related to this Agreement. However, the City shall not indemnify MRCA Indemnified Parties for their own negligence or willful misconduct.
- C. In accordance with Section 4(Q) (Vehicle and heavy equipment use) of this Agreement, the City shall indemnify, defend and hold harmless the MRCA Indemnified Parties from any and all liability, including but not limited to, personal injury, property damage, demand, claims, actions, fees, costs and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the City allowing any vehicle or equipment that weighs more than one thousand (1,000) pounds (lbs), including police patrol vehicles or equipment, on any portion of the property with the sole exception of the placitas regardless of permission from MRCA to enter on to those portions of the property.
- D. In light of the provisions of Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Government Code), each of the Parties hereto, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6 shall assume the full liability imposed upon it or any of its elected or appointed officials, officers, agents, employees or designated volunteers by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent such liability would be imposed in the absence of Government Code Section 895.2. to achieve the above-stated purpose, each Party indemnifies, defends and holds harmless each other Party for any liability, cost or expense that may be imposed upon such other Party solely by virtue of said Government Code Section 895.2. The provisions of Section 2778 of the Civil Code are made a part hereof as if incorporated herein. The provisions

## Pacoima Wash Natural Park Ground Lease Agreement

of this Section shall survive the expiration or termination of the Agreement.

E. The provisions of this Section shall survive the termination of this Agreement.

### Section 9. Insurance.

- A. The City shall procure and maintain as current, or include the Park under an existing policy for comprehensive liability insurance from a responsible insurance company authorized to do business in California, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for injury or death to each person per occurrence, and, for damage to property, a limit of One Hundred Thousand Dollars (\$100,000) per occurrence for any claims, demands, of causes of action of any person arising out of accidents occurring on the Park during the Lease Term, extension period, or holdover period, or arising out of the City's Uses in, upon, or about the Park. The City will provide proof of such insurance to MRCA as soon as is practicable after the Effective Date. The procurement and maintenance of insurance as specified is a material part of the consideration to MRCA for the right to lease the Park.
- B. Each policy of insurance shall be issued by a responsible insurance company authorized to do business in California. MRCA, the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District shall be named as an additional insured. The City shall deliver a certificate for each insurance policy to MRCA with all relevant endorsements. Each policy of insurance shall be primary and noncontributory with any policies carried by MRCA, and, to the extent obtainable, any loss shall be payable notwithstanding any act or negligence of MRCA that might otherwise result in forfeiture of insurance. Each insurance policy shall provide that a thirty (30) day notice of cancellation and of any material modification of coverage shall be given to all named and additional insureds.
- C. The City agrees that upon the failure to insure as provided in this Agreement, or to pay the premiums, and after ten (10) days prior notice to the City, all sums expended by MRCA for the cost of replacement insurance shall be considered an additional lease payment obligation under this Agreement and shall be immediately repayable by the City to MRCA upon demand.

### Section 10. Environmental Matters.

The City shall comply with all Applicable Environmental Laws (as hereinafter defined) with respect to the Park and will not use, store, generate, treat, transport or release any Hazardous Substance (as hereinafter defined) thereon. As used herein, "Applicable Environmental Laws" shall mean and shall include the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Sections 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC Sections 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sections 1251 et seq.; the Clean Air Act, 42 USC Sections 7401 et seq.; the California Hazardous Waste Control Law, California Health & Safety Code Sections 25100 et seq.; the Hazardous Substance Account Act, California Health & Safety Code Sections 25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Sections 1300 et seq.; the Air Resources Act, California Health & Safety Code Sections 3900 et seq.; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 et seq.; and the regulations under each thereof;

## Pacoima Wash Natural Park Ground Lease Agreement

and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (1) the existence, cleanup, and/or remedy of contamination on property;
- (2) the protection of the environment from spilled, deposited, or otherwise contaminated;
- (3) the control of hazardous wastes; or
- (4) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

As used herein, "Hazardous Substance" shall mean any substance that shall, at any time, be listed as "hazardous" or "toxic" in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Park, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 et seq.).

### Section 11. Assignment and Subletting.

- A. The City shall have the right to assign its rights under this Agreement or to sublease all or a portion of the Park responsibilities to another entity for the purposes stated herein, and as otherwise necessary to maintain a caretaker upon the Park, but such sublease shall in no way limit the authority of MRCA to terminate the Lease pursuant to Section 13 herein.
- B. Except as stated in Paragraph A of this section, the City shall neither assign, sublease nor otherwise encumber its leasehold interest, nor any part thereof, to or for the benefit of any other party without the prior written consent of MRCA, which consent may be given or withheld in the sole and absolute discretion of MRCA.

### Section 12. Lease Default

Any of the following events or occurrences shall constitute a material breach of this Agreement by MRCA or the City and, after the expiration of any applicable cure period, shall constitute an event of default (each an "Event of Default"):

- A. The failure by the City to pay any amount in full when it is due under the Agreement.
- B. The failure by the City to perform any obligation under the Agreement, which by its nature the City has no capacity to cure.
- C. The failure by the City to perform any other obligation or covenant under the Agreement.
- D. The abandonment of the Park by the City for thirty (30) days or longer.
- E. Failure by the City to procure and keep current all insurance policies as specified in Section 9 of this Agreement.
- F. Failure to obtain and keep current all approved and required permits and licenses as specified in Section 4 of this Agreement.
- G. The failure by MRCA to perform any of its obligations under the Agreement.
- H. Failure by the City to assume the costs of operating and maintaining Park.

Upon occurrence of an Event of Default, the non-defaulting party may make written demand to cure any default; the other party shall have a period of thirty (30) days from such written demand



## Pacoima Wash Natural Park Ground Lease Agreement

to cure such default. The defaulting Party shall promptly and in good faith commence curing the default within the thirty (30) day period. In the event defaulting Party is unable to cure the default within thirty (30) days from the written demand, and has in good faith attempted to diligently and promptly cure the default within that time, defaulting Party may make a written request for an extension of time to cure the default. The non-defaulting Party will have the sole right to consent to such an extension and such consent shall not be unreasonably withheld. The defaulting Party shall indemnify and defend non-defaulting Party against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from the default and failure to cure such default.

### Section 13. Remedies.

Upon the occurrence of an Event of Default, and after the expiration of any applicable grace period, the City shall be entitled to exercise any rights or remedies available to it in law or equity and MRCA, in addition to any other rights or remedies available to it at law or in equity, shall have the right to terminate the Agreement and all rights of the City under the Agreement by giving the City written notice that the Agreement is terminated.

### Section 14. Waiver of Breach.

Any express or implied waiver of a breach of any term of this Agreement shall not constitute a waiver of any further breach of the same or other term of this Agreement; and the acceptance of lease payments shall not constitute a waiver of any breach of any term of this Agreement, except as to the payment of lease payments accepted.

### Section 15. Attorney Fees.

If any action at law or in equity is brought to recover any rent or other sums under this Agreement, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, or for the recovery of the possession of the Park, the prevailing party shall be entitled to recover from the other Party as part of prevailing Party's costs reasonable attorney fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

### Section 16. Authority.

All individuals executing this Agreement on behalf of that entity represent that they are authorized to execute and deliver this Agreement on behalf of that entity.

### Section 17. Notices.

Except as otherwise expressly provided by law, all notice or other communications required or permitted by this Agreement or by law to be served on or given to either Party to this Agreement by the other Party shall be in writing and shall be deemed served when personally delivered to the Party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed

## Pacoima Wash Natural Park Ground Lease Agreement

To MRCA:

Cara Meyer  
Deputy Executive Officer  
570 West Avenue 26, Suite 100  
Los Angeles, CA 90065

*With a copy to:*  
Jeffrey K. Maloney  
Chief Staff Counsel  
570 West Avenue 26, Suite 100  
Los Angeles, CA 90065

To City of San Fernando  
Alexander P. Meyerhoff  
City Manager  
117 Macneil St.  
San Fernando, CA 91340

Either Party may change the address for the purpose of this Section by giving written notice of the change to the other Party in the manner provided in this Section.

### Section 18. Partial Invalidity.

Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement shall remain in effect, unimpaired by the holding.

### Section 19. Entire Agreement

This instrument constitutes the sole agreement between the City and MRCA respecting the Park, the leasing of the Park to the City and the specified Lease Term, and this Agreement correctly sets forth the obligations of the City and MRCA.

### Section 20. Amendments.

This Agreement may be modified only in writing and only if signed by the Parties at the time of the modification.

### Section 21. Governing Law.

This Agreement shall be governed by and construed in accordance with California laws.

## Pacoima Wash Natural Park Ground Lease Agreement

### Section 22. Nondiscrimination.

The City agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, age or physical handicap.

### Section 23. Successors in Interest and Assigns.

The terms of this Agreement and covenants contained herein shall apply to and bind and inure to the benefit of the successors in interest and assigns of the parties hereto.

Now therefore, the parties have executed this Agreement as of the date first above written.

CITY OF SAN FERNANDO

Dated: \_\_\_\_\_

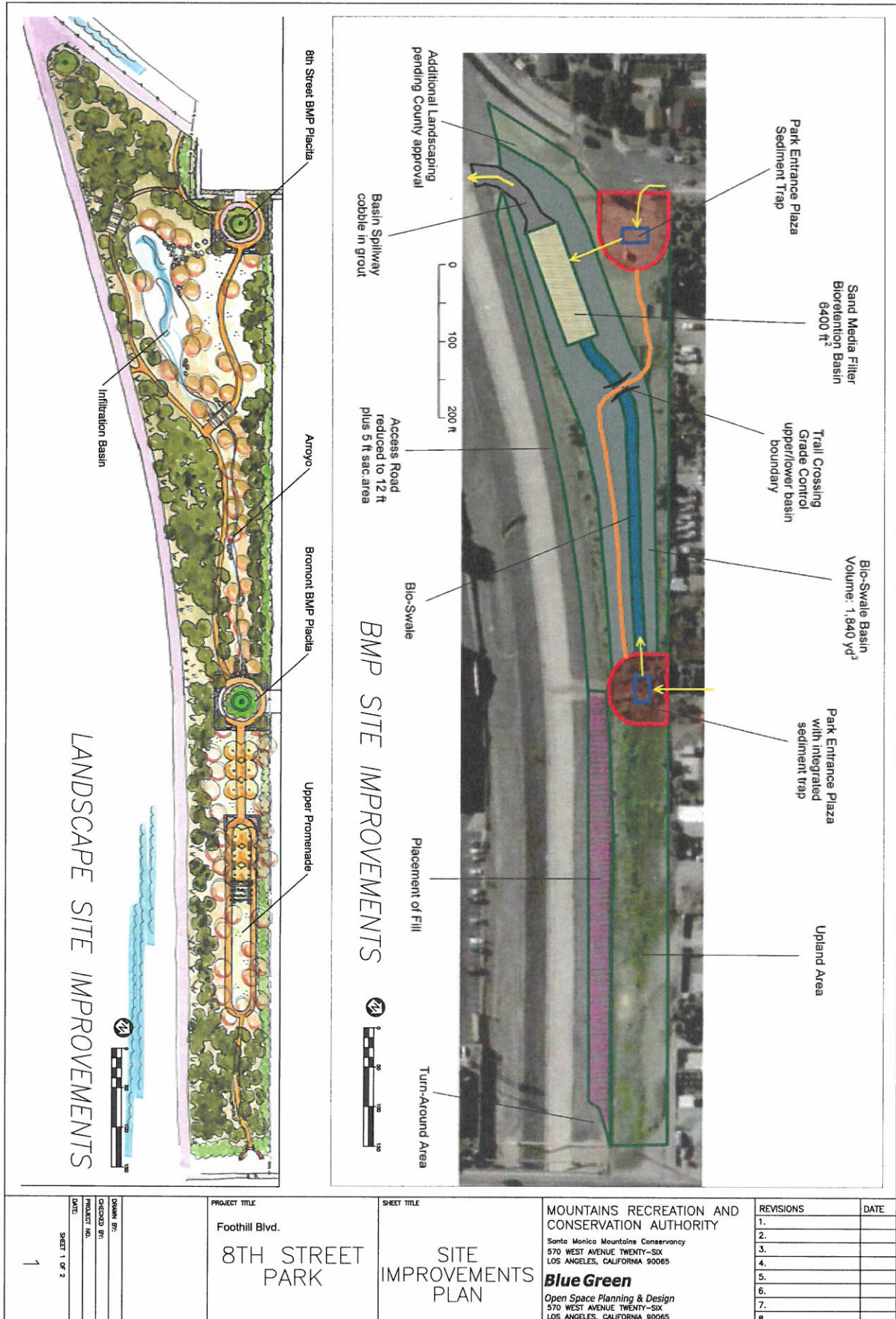
By: \_\_\_\_\_  
Alexander P. Meyerhoff, City Manager

MOUNTAINS RECREATION AND  
CONSERVATION AUTHORITY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Cara Meyer, Deputy Executive Director

## EXHIBIT "A"



**EXHIBIT "B"****Contract No. 1596****MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT (MOU)  
BETWEEN THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY  
(MRCA) AND THE CITY OF SAN FERNANDO**

This MEMORANDUM OF UNDERSTANDING and COOPERATIVE AGREEMENT (hereinafter "MOU") is entered into by and between MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a public entity of the State of California exercising joint powers of the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500 *et seq.* of the Government Code (the "MRCA"), and the CITY OF SAN FERNANDO, a municipal corporation organized and existing under the laws of the State of California (the "City"). This MOU is entered into between the MRCA and the City for the purpose of designing, developing, constructing, and maintaining a 2.9-acre park located on three separate parcels of property within the City of San Fernando identified by Assessor Parcel Numbers 2513-033-903, 2513-033-904, and 2513-033-905 (the "Eighth Street Property").

**RECITALS**

- A. In 2003, the City of San Fernando and the City of Los Angeles commissioned a planning study (the "study") by the Landscape Architecture Program of California State Polytechnic University, Pomona (Cal Poly Pomona) to design aspects of an envisioned greenway along the Pacoima Wash. This study included a series of community outreach surveys and workshops as part of an ongoing stakeholder process to gain input and support for converting the Pacoima Wash into a multi-purpose amenity. This process received overwhelming public interest and support and resulted in the adoption of the study as a City of San Fernando Master Plan for improvements along the Pacoima Wash.
- B. On April 20, 2005, the MRCA presented the Pacoima Wash Greenway Plan and plans for a park on the Eighth Street Property.
- C. On April 22, 2005, representatives from the MRCA met with the City's ad hoc Pacoima Wash Committee and City staff to request that the City support and take the lead in submitting an application for grant funding for the Pacoima Wash Greenway Eighth Street Park.
- D. On July 14, 2005 the City submitted a grant application for the Proposition 50 Chapter 8 Grant Program. No projects within Southern California were funded during this grant cycle.
- E. During the 2006 Proposition 50 Chapter 8 grant cycle, a grant was awarded to the MRCA for the construction of a 2.9-acre river park at the Eighth Street Property (the "Park").
- F. City staff has worked closely with the MRCA in finalizing the design of the Park.
- G. The MRCA and the City desire to work together to develop, construct and maintain the Park.
- H. This Agreement sets forth the duties and responsibilities of the MRCA and the City relative to their role in the design, development, construction and maintenance of the Park.



This Agreement is entered into and subject to the following terms and conditions and the above referenced recitals, which are incorporated by reference below.

### Section 1. DUTIES AND RESPONSIBILITIES OF THE PARTIES

1.1 THE MRCA'S DUTIES AND RESPONSIBILITIES: The MRCA shall have full responsibility for the design, development and construction of the 2.9-acre park on the Eighth Street Property. The MRCA shall have full responsibility to provide all maintenance of the Park ("Maintenance Responsibility"), which includes, but may not be limited to, the maintenance of the landscaping, and maintenance of park elements, including benches and receptacles for trash disposal, for a three-year period commencing from the opening date of the Park, or until such time as another organization agrees to maintain the Park in perpetuity. MRCA shall assist the City in seeking an organization to maintain the Park in perpetuity, and agrees to continue its Maintenance Responsibility until such organization takes over the Maintenance Responsibility in perpetuity as evidenced by an execution of an agreement between the City and the organization.

1.2 THE CITY'S DUTIES AND RESPONSIBILITIES: The City shall provide its full cooperation to the MRCA during MRCA's development and construction of the Park. This cooperation shall include waiving fees associated with the construction and development of the Park. The City agrees to install irrigation and/or potable water service(s) to the Park, and the City agrees that no cost for such installation shall be incurred by the MRCA. During the three-year period of MRCA's Maintenance Responsibility, the City will provide maintenance in the form of street sweeping service to the two (2) circular plazas in the Park identified as placitas. The City shall also provide maintenance of the sediment traps located in the Park, up to the piping point during this three-year period of MRCA's Maintenance Responsibility.

1.3 Both parties shall cooperate to find an outside organization to maintain the Park as built in perpetuity. The outside organization may be, but is not limited to, a County or State Agency. The City shall take the lead role in this process, with the MRCA assisting. If such an agreement is not in place by the end of MRCA's three-year Maintenance Responsibility period, the Maintenance Responsibility will transfer to the City.

1.4 The date the MRCA files a "Notice of Completion" for the primary construction contract shall be considered the opening date of the Park to the public. This date shall be used to determine the beginning date of the three-year period of MRCA's Maintenance Responsibility of the park as discussed in Section 1.1 of this MOU.

### SECTION 2. FUNDING

2.1 The MRCA shall have the financial responsibility for the design, development and construction of the Park. The MRCA shall also have the financial responsibility for the selection, design, development and construction of the park elements, which include such items as, but may not be limited to, the benches and receptacles for trash disposal.

2.2 The MRCA shall have financial responsibility for the maintenance of the Park during its three-year Maintenance Responsibility period as discussed in Section 1, 1.0 of this MOU. MRCA's financial responsibility will cease after the three-year Maintenance Responsibility period, or at an earlier time upon the execution of an agreement between the City and an organization that agrees to take over the Maintenance Responsibility of the Park in perpetuity.

2.3 The development and construction of the Park, including any park elements, their type and quantity, will be limited to MRCA's secured funding.



2.4 The MRCA reserves the right to alter the Park design for any reason, including escalation of costs. Any alterations shall be presented and approved by the City prior to the development and construction of the alterations. The City's right of approval of any alterations shall not be unreasonably withheld.

### SECTION 3. TERM

3.1 This Agreement shall commence on the last date signed by either the City or the MRCA, and terminates three years after the opening date of the Park to the public, unless otherwise terminated or extended by mutual written agreement by the City or the MRCA.

3.2 Prior to commencement of construction of the Park, the City or the MRCA may terminate this Agreement at any time upon written notice to the other party. If construction of the Park has commenced, this Agreement shall not be terminated until the development and construction of the Park has been completed, unless both parties agree in writing to such earlier termination.

3.3 Failure of either party to perform any provision of this Agreement shall constitute a default of this Agreement; provided, however, that if a party in default commences to correct or remedy the default within thirty (30) calendar days after receipt of written notice specifying the default, and continues to correct or remedy this default, the defaulting party shall not be deemed to be in default under this provision.

3.4 Any default under this section shall be indicated in a written notice to the party in default from the non-defaulting party. Delay in providing this notice shall not constitute a waiver of any default nor shall it change the date of default.

### SECTION 4. GENERAL PROVISIONS

4.1 No provision of this Agreement is intended to give rise to any right by any third party or entity not a party to this Agreement.

4.2 In the event of any litigation arising from or related to this Agreement, or the rights or obligations of the MRCA or the City under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including court costs and attorneys fees. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, that process shall determine the "prevailing party" and that prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including court costs, attorneys fees, and any arbitration fees.

4.3 The MRCA and the City agree to execute such additional documents as are necessary to carry out the provisions of this Agreement.

4.4 No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision.

4.5 This Agreement may be executed in counterparts, each of which shall be deemed an original.

4.6 The laws of the State of California shall govern this Agreement.

4.7 Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision be deemed unenforceable, the balance of the Agreement shall remain in full force and effect.



4.8 This Agreement contains the full and complete agreement between the MRCA and the City.

#### SECTION 5. HOLD HARMLESS; INDEMNITY

5.1 To the fullest extent provided by law, the MRCA undertakes and agrees to hold harmless, indemnify, and defend the City, and all officers, employees, and agents of the City, through legal counsel reasonably acceptable to the City, from and against any and all claims, suits, loss, demands, expense, damages or liability whatsoever for injuries to or death of persons or damage to property occurring due to the actions of the MRCA's employees or agents. Without affecting the rights of the City under any provision of this MOU, the MRCA shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the MRCA will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

5.2 To the fullest extent provided by law, the City undertakes and agrees to hold harmless, indemnify, and defend the MRCA and all officers, employees, and agents of the MRCA, through legal counsel reasonably acceptable to the MRCA, from and against any and all claims, suits, loss, demands, expense, damages or liability whatsoever for injuries to or death of persons or damage to property occurring due to the actions of the City's employees or agents. Without affecting the rights of the MRCA under any provision of this MOU, the City shall not be required to indemnify and hold harmless the MRCA for liability attributable to the active negligence of the MRCA, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the MRCA is shown to have been actively negligent and where the MRCA's active negligence accounts for only a percentage of the liability involved, the obligation of the City will be for that entire portion or percentage of liability not attributable to the active negligence of the MRCA.

#### SECTION 6. COMMUNICATIONS REGARDING THIRD PARTIES

6.1 The MRCA and the City will jointly review all press releases, signs and other public relations materials relating to the Park, to ensure these materials adequately and accurately identify both the MRCA and the City with respect to their role in connection with the development of this Park.

#### SECTION 7. NOTICES

7.1 All notices required to be given pursuant to the terms of this Agreement shall either be personally hand delivered or delivered by certified mail, return receipt to:

Mountains Recreation and Conservation Authority at:  
Mountains Recreation and Conservation Authority  
Los Angeles River Center & Gardens  
570 West Avenue 26, Suite 100  
Los Angeles, CA 90065  
Attention: Cara McLane, Contracts Officer




City of San Fernando at:

City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340  
Attention: Ron Ruiz


or to any such other address as the parties may in writing, from time to time, direct. All mailed notices shall be deemed received three days after being deposited in the U.S. Mail.

FOR THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY:

By:   
Cara McLane  
Contracts Officer

Date: 6/23/08

FOR THE CITY OF SAN FERNANDO:

By:   
Jose E. Pulido  
City Administrator

Date: 6/24/08

**ATTACHMENT "B"**  
**CONTRACT NO. 1877****ASSIGNMENT AND ASSUMPTION  
OF  
GRANT AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF GRANT AGREEMENT ("Assignment"), dated as of \_\_\_\_\_, is made by the State of California, through the Santa Monica Mountains Conservancy ("Conservancy"), Mountains Recreation and Conservation Authority ("Grantee") and the City of San Fernando ("Assignee").

**RECITALS**

- A. On or about July 25, 2007, Conservancy and Grantee entered into a certain Grant Agreement, Grant No. SMM-05055 ("Grant Agreement") attached and incorporated fully into this Assignment, pursuant to which Conservancy granted certain funds for the planning, design and construction of park improvements for the Eighth Street Park in the City of San Fernando ("Project").
- B. The grant agreement was funded by the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50) Los Angeles River Watershed for watershed protection of the Upper Los Angeles River pursuant to sections 79508 and 79750 (c) of the Water Code ("Funding Source").
- C. Following completion of the Project, Grantee wishes to assign its obligations under the Grant Agreement to Assignee. Assignee has agreed to accept the assignment and assume the obligations as Grantee under the Grant Agreement. Conservancy is willing to consent to this assignment and assumption subject to the terms and conditions of this assignment.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference into this Assignment, Grantee, Assignee, and the Conservancy hereby agree to the following:

- 1. **Assignment and Assumption.** Grantee hereby assigns, conveys and transfers to Assignee all right, title, interest, and obligations as Grantee under the Grant Agreement. Assignee hereby accepts such assignment and assumes and agrees to be bound by all of the terms and provisions of the Agreement and assumes all obligations of Grantee arising under the Grant Agreement.
- 2. **Consent to Assignment, Assumption and Release.** Conservancy consents to the assignment by Grantee to Assignee and to the assumption by Assignee of all rights, title, interest and obligations as Grantee under the Grant Agreement.
- 3. **Use of Real Property.** It is the intent of the parties that the Property shall be used, operated, maintained and managed in accordance with the Grant Agreement. The property shall not be sold, transferred, exchanged or otherwise conveyed (including any portion of it or any interest

in it) (each, a “Transfer”) except in compliance with the Grant Agreement and the purposes of the Funding Source.

4. **Effectiveness of Assignment.** This Assignment shall be deemed effective as of the date executed by the last of the parties to do so (the effective date), and shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties. Except as otherwise specifically provided in this Assignment, the rights and obligations of Grantee, Assignee, and the Conservancy shall be those set forth in the Grant Agreement.
5. **Counterparts.** The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

Santa Monica Mountains Conservancy

By: \_\_\_\_\_  
Joseph T. Edmiston, Executive Director

Mountains Recreation and Conservation Authority

By: \_\_\_\_\_  
Cara Meyer, Deputy Executive Officer

City of San Fernando

By: \_\_\_\_\_  
Alexander P. Meyerhoff, City Manager

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME <b>Mountains Recreation and Conservation Authority (Pacoima Imp)</b>		2. FEDERAL I.D. NUMBER <b>77-0112367</b>
3. AGENCY TRANSMITTING AGREEMENT <b>Santa Monica Mountains Conservancy</b>	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE <b>10507</b>

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT  
**Rorie A. Skei, Chief Deputy Director**

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☒ NO ☐ YES (If YES, enter prior contractor name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

**Planning, design, and construction of park improvements at the 8<sup>th</sup> Street Pacoima Wash Greenway Park.**

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

**Planning, design, and construction of park improvements at the 8<sup>th</sup> Street Pacoima Wash Greenway Park, including demolition and site cleanup, fencing, minor grading, irrigation, native landscaping, and site amenities.**

*Improvements*

10. PAYMENT TERMS (More than one may apply.)

☐ MONTHLY FLAT RATE ☐ QUARTERLY ☐ ONE -TIME PAYMENT ☒ PROGRESS PAYMENT  
☒ ITEMIZED INVOICE ☐ WITHHOLD \_\_\_\_\_ % ☐ ADVANCED PAYMENT NOT TO EXCEED  
☐ REIMBURSEMENT/REVENUE \$ \_\_\_\_\_ or \_\_\_\_\_ %  
☒ OTHER (Explain) **Payment shall be made on a reimbursement basis.**

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Capital Outlay and Grants	3810-301-6031	05-06	38	2005	\$500,000

OBJECT CODE **66001-706** AGREEMENT TOTAL \$ **500,000**

OPTIONAL USE

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE **Burton M...** DATE SIGNED **10/27/10**  
 AMOUNT ENCUMBERED BY THIS DOCUMENT \$ **500,000**  
 PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$  
 TOTAL AMOUNT ENCUMBERED TO DATE \$ **500,000**

12. AGREEMENT	From	Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	07-25-05	07-30-07	\$ 500,000	Exempt
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 500,000	

(Continue)



## 13. BIDDING METHOD USED:

- ☐ REQUEST FOR PROPOSAL (RFP) ☐ INVITATION FOR BID (IFB) ☐ USE OF MASTER SERVICE AGREEMENT  
(Attach justification if secondary method is used)
- ☐ SOLE SOURCE CONTRACT ☐ EXEMPT FROM BIDDING ☒ OTHER (Explain) N/A-Local Assistance Grant  
(Attach STD. 821) (Give authority for exempt status)

NOTE: Proof of advertisement in the State Contracts Register or an approved form  
STD. 821, Contract Advertising Exemption Request, must be attached

## 14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A – Local Assistance Grant

## 15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A – Local Assistance Grant

## 16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A – Local Assistance Grant

## 17. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. ☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

N/A – Local Assistance Grant

## 18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

☐ NO ☐ YES ☒ N/A

## 19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

☐ NO ☐ YES ☒ N/A

## 20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

☐ NO ☐ YES ☐ NONE ON FILE ☒ N/A

## 21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES ☐ NO ☐ YES ☒ N/A  
B. STD. 204, VENDOR DATA RECORD ☐ NO ☐ YES ☒ N/A

## 22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ NO ☒ YES ☐ N/A

## 23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)

- ☒ NO (Explain below) ☐ YES (If YES complete the following)

DISABLED VETERAN BUSINESS ENTERPRISES: \_\_\_\_\_ % OF AGREEMENT

☐ Good faith effort documentation attached if 3% goal is not reached.

☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

N/A – Local Assistance Grant

## 24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

☒ NO ☐ YES (Indicate Industry Group) \_\_\_\_\_

## SMALL BUSINESS REFERENCE NUMBER

## 25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? (If YES, provide justification)

☐ NO ☒ YES

N/A – Local Assistance Grant

I certify that all copies of the referenced Agreement will conform to  
the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE



Elizabeth A. Chade

DATE SIGNED

10/2/05

AGREEMENT NUMBER

SMM-05055

REGISTRATION NUMBER

3810090593488

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Santa Monica Mountains Conservancy

CONTRACTOR'S NAME

Mountains Recreation and Conservation Authority (Pacoima Improvements)

2. The term of this Agreement is: July 25, 2005 through July 30, 2007

3. The maximum amount of this Agreement is: \$ 500,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 4 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 page(s)

Exhibit C – General Terms and Conditions

Check mark one item below as Exhibit D:

☐ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

☐ Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions

13 pages

Staff Report

Resolution

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Mountains Recreation and Conservation Authority

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michael Berger, Chair

ADDRESS

570 W. Ave. 26, Los Angeles, CA 90065

STATE OF CALIFORNIA

AGENCY NAME

Santa Monica Mountains Conservancy

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Elizabeth A. Cheadle, Chair

ADDRESS

5750 Ramirez Canyon, Malibu, CA 90265

California Department of General  
Services Use Only

☒ Exempt per: AG approval letter.



**EXHIBIT A**  
**(Standard Agreement)****SCOPE OF WORK**

1. Contractor agrees to provide to the Santa Monica Mountains Conservancy (SMMC) the following as described herein:

Planning, design, and construction of park improvements at the 8<sup>th</sup> Street Pacoima Wash Greenway Park, including demolition and site cleanup, fencing, minor grading, irrigation, native landscaping, and site amenities.

See attached grant application.

2. The services shall be performed within the Santa Monica Mountains Conservancy Zone.
3. The services shall be provided during normal business hours.
4. The project representatives during the term of this agreement will be:

State Agency: Santa Monica Mountains Conservancy	Contractor: MRCA
Name: Paul Edelman	Name: Cara McLane
Phone: (310) 589-3200	Phone: (323)221-9944
Fax: (310) 589-2408	Fax: (323)221-9934

Direct all inquiries to:

State Agency: Santa Monica Mountains Conservancy	Contractor: MRCA
Section/Unit: Government Programs	Section/Unit:
Attention: Grants Manager	Attention: Barbara Romero
Address: 570 W. Ave. 26, Suite 100, Los Angeles, CA 90065	Address: 570 W. Ave. 26, Los Angeles, CA 90065
Phone: (323) 221-8900	Phone: (323)221-9944
Fax: (323) 221-9933	Fax: (323)221-9934



**MOUNTAINS RECREATION & CONSERVATION AUTHORITY**  
Los Angeles River Center and Gardens  
570 West Avenue Twenty-six, Suite 100  
Los Angeles, California 90065  
Phone (323) 221-9944 Fax (323) 221-9934

July 25, 2005

Ms. Elizabeth Cheadle  
Chairperson  
Santa Monica Mountains Conservancy  
5750 Ramirez Canyon  
Malibu, California 90265

**Grant Application - Proposition 50 Funds  
Pacoima Wash Greenway 8<sup>th</sup> Street Park**

Dear Ms. Cheadle:

I am pleased to present the enclosed application for grant funding for park improvements at the Pacoima Wash Greenway 8<sup>th</sup> Street Park. The MRCA requests a grant in the amount of \$500,000.00 from the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002, Proposition 50, specifically Water Code Section 79570(c), in compliance with Section 79508.

The proposed grant would fund planning, design, and construction of park improvements at the 8<sup>th</sup> Street Pacoima Wash Greenway Park, including demolition and site cleanup, fencing, and minor grading, and irrigation. Please refer to the enclosed application for more information. If you have any questions regarding this, please contact Barbara Romero, the project manager, at 323-221-9944, extension 188.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael D. Berger".

Michael D. Berger  
Chairperson

Attachments:      Application



## EXHIBIT A

**SANTA MONICA MOUNTAINS CONSERVANCY  
GRANT APPLICATION**

<b>Project Name:</b> Pacoima Wash Greenway-8 <sup>th</sup> Street Park	<b>Amount of Request:</b> <b>Total Project Cost:</b>	\$ 500,000.00 \$ 500,000.00	
<b>Applicant Name:</b> Mountains Recreation & Conservation Authority	<b>Amount of Match:</b> <b>Source of Match:</b>	\$ 0 n/a	
<b>Applicant Address:</b> 570 West Avenue 26, Suite 100 Los Angeles, CA 90065	<b>Project Address:</b>	801 8th Street, San Fernando, CA 91340	
	<b>County</b>	<b>Senate District</b>	<b>Assembly District</b>
	Los Angeles	20	39
<b>Phone:</b> 323-221-9944 <b>Fax:</b> 323-221-9934	<b>Email:</b>	Barbara.Romero@mrca.ca.gov	
<b>Grantee's Authorized Representative:</b> Cara McLane, Contracts Officer			
		323-221-9944, x117	
<i>Name and Title</i>		<i>Phone</i>	
<b>Person with day-to-day responsibility for project:</b> Barbara Romero, Special Projects Manager			
		323-221-9944, x188	
<i>Name and Title</i>		<i>Phone</i>	
<b>Brief Scope of Work (60 words maximum):</b> Planning, design, and construction of park improvements at the 8 <sup>th</sup> Street Pacoima Wash Greenway Park, including demolition and site cleanup, fencing, minor grading, irrigation, native landscaping, and site amenities.			
<b>Funding Source Applied for:</b> Proposition 50			
<b>Narrative/Project Description:</b> In April 2005 the MRCA acquired a 3-acre parcel adjacent to Pacoima Wash in the City of San Fernando. The proposed project will result in initial site improvements to that parcel to protect the land and water resources of Pacoima Wash, a tributary to the Los Angeles River. Future phases of park improvements will focus on infiltration of storm water, creation of wetlands, restoration of riparian habitat, enhancement of an urban habitat corridor, and creation of pedestrian and bicycle trails.  The proposed site improvements include demolition of an existing vacant shed and other structures, removal of invasive exotic plants, site cleanup to remove debris that has been dumped onsite, installation of new fencing to enclose the site for public safety, minor grading to infiltrate stormwater, restoration of native plant communities, and focused improvements at the main park entrance. The park entrance improvements may include native plants, irrigation, interpretive signs, benches, and a decorative gate. A detailed cost estimate will be prepared during creation of construction drawings. If the budget allows, improvements may also include a drinking fountain, extended plantings and			

Continued on next page

**EXHIBIT A**

irrigation, and/or a shade structure.

The project will directly result in protection of the land and water resources of Pacoima Wash. By regrading the site to allow infiltration of storm water, urban runoff into the wash will be reduced. Storm water will infiltrate into the soil instead of flowing into the concrete-lined Pacoima Wash, adjacent to the park. All planted areas will be mulched to discourage establishment of invasive exotic plants that could out-compete the native plants. Irrigation will be used only to establish the native plants. The site currently is partially fenced. Because access is available, illegal dumping and other activities occur onsite, causing pollution in Pacoima Wash. By fully enclosing the site with fencing, these problems will be eliminated and public safety will be increased.

A public meeting was held on 6/23/05 to gather community input on the park and a conceptual design will be based on that input and presented for public review in autumn 2005. The proposed grant also includes funding to develop the conceptual design and the construction documents.

The project budget is based upon preliminary conceptual ideas from public meetings. Therefore, it will be further refined after completion of public process and construction documents. The final project design will be presented to the community.

The project is within the upper Los Angeles River watershed and implements goals identified in Chapter 1, Section 79501(e) and (f) of Proposition 50. It is consistent with the *San Gabriel and Los Angeles River Watershed and Open Space Plan* as adopted by the Santa Monica Mountains Conservancy.

<b>Task/Milestones:</b>	<b>Budget:</b>
<b><i>Project Planning and Design:</i></b>	
Landscape Architect/Construction	
Documents and Subconsultants	\$80,000
Project M Management	\$25,000
Construction Observation	\$8,000
Hydrogeologist	\$12,000
<b><i>Construction:</i></b>	
Fencing	\$25,000
Soils Study	\$5,000
Site Clean Up and Demolition	\$45,000
Grading	\$25,000
Park Improvements	\$175,000
Storm Water Infiltration System	\$100,000
<b>Total Grant:</b>	<b>\$500,000</b>

Acquisition Projects: APN(s): n/a  
Acreage: n/a

I certify that the information contained in this Grant Application form, including required attachments, is accurate.

Barbara Romero  
Signature of Authorized Representative

7.21.05  
Date

Form SMM-001

**EXHIBIT B****Pacoima Wash Greenway  
Eighth Street Park*****Probable Cost of Construction*****PP&D**

LA contract docs and subs	\$	80,000.00
PM	\$	25,000.00
Con. Observation	\$	8,000.00
Hydro geologist	\$	12,000.00
	\$	<u>125,000.00</u>

**Construction**

Fencing	\$	25,000.00
Soils Study	\$	5,000.00
Site Clean Up and Demo	\$	45,000.00
Grading	\$	25,000.00
Park Improvements	\$	175,000.00
Storm water infiltration system	\$	100,000.00
	\$	<u>375,000.00</u>

<b>Total Grant</b>	<b>\$</b>	<b>500,000.00</b>
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SMM-05055

MRCA (Pacoima Wash Improvements) (Prop 50)

**EXHIBIT E****Additional General Provisions****A. Definitions**

1. The term "Act" as used herein means the Water Bond 2002.
2. The term "CEQA" as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et. Seq; Title 14, California Code of Regulations Section 15000 et. seq.
3. The term "Contract" as used herein means an agreement between the State and Grantee specifying the payment of Grant Money by the State for the performance of Project goals within the Project Performance Period by the Grantee.
4. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
5. The term "Grant Moneys" as used herein means funds derived from the sale of bonds authorized by the Act.
6. The term "Project" as used herein means the project described in Section B of this Contract.
7. The term "Project Performance Period" as used herein means the period of time that the Grant Moneys are available, and the time in which the Project must be complete, billed and paid as described in Section C of this Contract.
8. The term "State" as used herein means the Santa Monica Mountains Conservancy.
9. The term "Contractor" as used herein means the party described as the Grantee on page 1 of this Contract.

**B. Project Description**

The Grantee shall be responsible for planning, design, and construction of park improvements at the 8<sup>th</sup> Street Pacoima Wash Greenway Park, including demolition and site cleanup, fencing, minor grading, irrigation, native

SMM-05055

MRCA (Pacoima Wash Improvements) (Prop 50)

**EXHIBIT E**

landscaping, and site amenities in accordance with the attached staff report, resolution, and application authorizing such action dated July 25, 2005.

**C. Project Period**

The project period shall be from July 25, 2005 to July 30, 2007, unless such time period is extended by the State.

**D. Project Execution**

1. Subject to the availability of Grant Moneys in the Act, the State hereby grants to the Grantee a sum of money (Grant Money) not to exceed the amount stated on page 1 of this contract in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Description of Project and under the terms and conditions set forth in this Contract.

Unless otherwise determined by the State, Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the Executive Director of State for approval.

2. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Contract.
3. Grantee shall comply as lead agency with a California Environmental Quality Act (Public Resources Code, Section 21000, et. Seq.)
4. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, laws affecting health and safety, hazardous materials, historical preservation, environmental impacts, building standards, and the like.
5. Grantee agrees to permit periodic site visits by the State to determine if development work is in accordance with the approved Project Description including a final inspection upon Project completion.

SMM-05055

MRCA (Pacoima Wash Improvements) (Prop 50)

**EXHIBIT E**

6. Grantee agrees to submit any significant deviation from the original Project Description to the Executive Director of State for prior approval.
7. If the Project includes acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property acquisition. Documentation of such compliance will be made available for review upon request by the State.
8. Grantee agrees to provide reasonable public access to lands acquired in fee with Grant Moneys except where that access may interfere with habitat protection.
9. Grantee agrees to comply with prevailing wage requirements. On January 1, 2004, additional prevailing wage requirements were added by the implementation of Senate Bill No. 966 (2003/2004 Reg. Session). The Department of Industrial Relations, Division of Standards Enforcement is the appropriate agency to contact for additional information on whether a project is a public works and whether prevailing wage is required, <http://www.dir.ca.gov>.
10. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Environmental Information Catalog (<http://gis.ca.gov/catalog/>) maintained by the CERES Program ([www.ceres.ca.gov](http://www.ceres.ca.gov)).
11. To the extent that such state rates are available to Grantees, Grantee agrees to abide by travel expenses and per diem rates set at the rate specified by the Department of Personnel Administration for similar employees. In the event that such state rates are not available, actual travel expenses in excess of state rates will be reimbursed only upon certification that state rates were not available.

**E. Project Costs**



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MRCA (Pacoima Wash Improvements) (Prop 50)

**EXHIBIT E**

The Grant Moneys to be provided Grantee under this Contract may be disbursed as follows:

1. For acquisition Projects: Acquisition of real property shall be from a willing seller of a fee interest or any other interest. The State may disburse to Grantee the amount of the purchase price together with cost allocation or overhead and incident acquisition costs.
2. For development Projects: The State may disburse to Grantee the Grant Moneys on proof of award of a construction contract or commencement of construction by force account including cost allocation and project administration costs, up to one hundred percent of the total Grant, or the actual cost, whichever is less.

**F. Project Administration**

1. Grantee agrees to promptly submit project status reports as the State may request. Failure to submit such project status reports in a timely manner may result in stop payments for future payment requests until such reports are submitted. Grantee shall provide State a report showing total final Project expenditures.
2. Grantee agrees that property and facilities acquired or developed pursuant to this Contract shall be available for inspection upon request by the State.
3. Grantee agrees that income earned by the Grantee from use of the Project shall be used to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

**G. Project Termination**

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended by mutual agreement in writing.

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MRCA (Pacoima Wash Improvements) (Prop 50)

**EXHIBIT E**

2. Failure by the Grantee to comply with material terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligation of the State hereunder if in the judgment of the Executive Director of State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Moneys under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Moneys disbursed under this Contract by the State would be inadequate compensation to the State for any material breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract.
5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract and is a useable facility.

**H. Hold Harmless**

1. Grantee agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.



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**EXHIBIT E**

2. Grantee agrees to indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sold negligence of State, its officers, agents or employees.
3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et. Seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event shall bear its own litigation costs, expenses, and attorney's fees.
4. Grantee and State agree in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. Grantee agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

**I. Financial Records**

1. The State may audit the Project. If so, the Grantee will be notified at least 30 days in advance. The audit may occur up to three years after the final payment of Grant Moneys.
2. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

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**EXHIBIT E**

Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Grantee agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

3. Grantee agrees to use a generally accepted accounting system.

**J. Use of Facilities**

1. Grantee agrees that the Grantee shall use the property acquired or developed with Grant Moneys under this Contract only for the purpose for which the State Grant Moneys were requested and no other use of the property shall be permitted except by specific act of the Legislature.
2. Grantee shall use the property for purposes for which the Grant was made and shall make no other use or sale or other disposition of the property, except as consistent with the Act and authorized by the State. This Agreement shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by this Agreement. If the use of the property is changed to a use that is not permitted by the Act, or if the property is sold or otherwise disposed of, and amount equal to (1) the amount of the grant (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the State, unless approved by the Executive Director of State to be used for related purposes within the Grantee's jurisdiction.
3. Grantee agrees to maintain and operate the property acquired, developed, rehabilitated or restored with Grant Moneys for a period that is commensurate with the type of project and the proportion of State funds and local matching funds or property allocated to the capital cost of the project.

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MRCA (Pacoima Wash Improvements) (Prop 50)

**EXHIBIT E****K. Nondiscrimination**

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residency and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Contract.

**L. Application Incorporation**

The Application and any subsequent change or addition approved in writing by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

**M. Severability**

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and pursuant to this provision of this Contract, are severable.

**N. Budget Detail and Payment Provisions****Invoicing and Payment**

1. For services satisfactorily rendered, and upon receipt an approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.



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**EXHIBIT E**

2. SMMC payment requests should also be included with all invoices and or other payment requests. Payment requests shall be submitted in triplicate not more frequently than monthly in arrears to:

Santa Monica Mountains Conservancy

c/o Budgets and Contracts Officer

5750 Ramirez Canyon

Malibu, CA 90265

**O. Budget Contingency Clause**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement do not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of the program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

July 25, 2005; Agenda Item No. 14

Resolution No. 05-055

RESOLUTION OF THE SANTA MONICA MOUNTAINS CONSERVANCY AUTHORIZING A GRANT  
OF PROPOSITION 50 FUNDS TO THE MOUNTAINS RECREATION AND CONSERVATION  
AUTHORITY FOR IMPROVEMENTS TO THE PACOIMA WASH  
GREENWAY 8<sup>TH</sup> ST PARK, CITY OF SAN FERNANDO

WHEREAS, The Santa Monica Mountains Conservancy is authorized to award grants to government agencies pursuant to Section 33204(c) of the Public Resources Code; and

WHEREAS, The State of California has authorized expenditure of funds from Proposition 50, the Water Quality, Supply and Safe Drinking Water Projects, Coastal Wetlands Purchase and Protection Act to the Santa Monica Mountains Conservancy for capital outlay and grants to acquire and protect coastal wetlands and watersheds; and

WHEREAS, The Mountains Recreation and Conservation Authority has made a request for a grant from Proposition 50, specifically Water Code Section 79570(c) in compliance with Section 79508; and

WHEREAS, The proposed project is consistent with the Santa Monica Mountains Comprehensive Plan, the Rim of the Valley Trail Corridor Master Plan and the San Gabriel and Los Angeles River Watershed and Open Space Plan as adopted by the Santa Monica Mountains Conservancy; and

WHEREAS, The proposed project is located within the Upper Los Angeles River Watershed; and

WHEREAS, The proposed project is consistent with the Conservancy's Strategic Objective to expand efforts to integrate nature into the urban environment; and

WHEREAS, The proposed project protects land and water resources; and

WHEREAS, The proposed project will be reviewed by the Attorney General to determine if it is in compliance with the General Obligation Bond Law; and

WHEREAS, the requirements of the California Environmental Quality Act (CEQA) have been met pursuant to the Mitigated Negative Declaration adopted by the MRCA Board on July 6, 2005; Now

**EXHIBIT E**

Agenda Item 14  
July 25, 2005  
Page 2

*Therefore Be It Resolved*, That the Santa Monica Mountains Conservancy hereby:

1. FINDS that the proposed action is consistent with the Santa Monica Mountains Comprehensive Plan and the Rim of the Valley Trail Corridor Master Plan.
2. FINDS that the proposed project is consistent with the San Gabriel and Los Angeles River Watershed and Open Space Plan as adopted by the Santa Monica Mountains Conservancy.
3. FINDS that the proposed project is located within the Upper Los Angeles River Watershed.
4. FINDS that the proposed action is consistent with the Conservancy's Strategic Objectives.
5. FINDS the requirements of the California Environmental Quality Act (CEQA) have been met pursuant to the Mitigated Negative Declaration adopted by the MRCA Board on July 6, 2005.
6. ADOPTS the staff report and recommendations dated July 25, 2005 for this item.
7. AUTHORIZES a grant to the Mountains Recreation and Conservation Authority in the amount of \$500,000.00 for park improvements to the Pacoima Wash Greenway 8<sup>th</sup> Street Park.
8. FURTHER AUTHORIZES the Chairperson to execute the grant agreement and to perform any and all acts necessary to carry out this resolution; without limiting the generality of the foregoing, such authority shall include those provisions that he shall determine in the exclusive exercise of his discretion are necessary to carry out the purposes of this resolution and to comply with the policies of the Conservancy, and to otherwise carry out the provisions of state law and regulations.

*~ End of Resolution ~*

I HEREBY CERTIFY that the foregoing resolution was adopted at a meeting of the Santa Monica Mountains Conservancy, duly noticed and held according to law, on the 25<sup>th</sup> day of July, 2005 at Beverly Hills, California.

Dated: 7-25-05



Executive Director

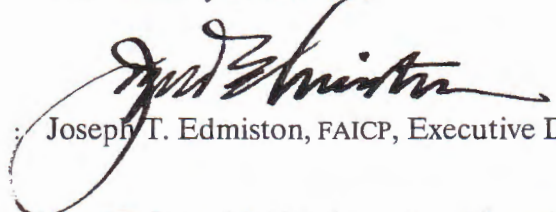


## EXHIBIT E

**Memorandum**

To : The Conservancy  
The Advisory Committee

Date: July 25, 2005

From :  Joseph T. Edmiston, FAICP, Executive Director

Subject: **Agenda Item 14: Consideration of resolution authorizing a grant of Proposition 50 funds to the Mountains Recreation and Conservation Authority for park improvements to the Pacoima Wash Greenway 8<sup>th</sup> Street Park, City of San Fernando.**

Staff Recommendation: That the Conservancy adopt the attached resolution authorizing a grant of Proposition 50 funds in an amount not to exceed \$500,000.00 to the Mountains Recreation and Conservation Authority (MRCA) for improvements to the Pacoima Wash Greenway 8<sup>th</sup> Street Park, City of San Fernando.

Legislative Authority: Section 33204(c) of Public Resources Code.

Background: The MRCA has submitted a grant application for Proposition 50 funding in the amount of \$500,000.00 to design and construct public park improvements for the Pacoima Wash Greenway 8<sup>th</sup> Street Park.

In April 2005 the MRCA acquired a 3-acre parcel adjacent to Pacoima Wash in the City of San Fernando with a Proposition 50 grant from the Conservancy. The proposed project will result in initial site improvements to that parcel to protect the land and water resources of Pacoima Wash, a tributary to the Los Angeles River. Future phases of park improvements will focus on infiltration of storm water, creation of wetlands, restoration of riparian habitat, enhancement of an urban habitat corridor, and creation of pedestrian and bicycle trails.

The proposed site improvements include demolition of an existing vacant shed and other structures, removal of invasive exotic plants, site cleanup to remove debris that has been dumped onsite, installation of new fencing to enclose the site for public safety, minor grading to infiltrate stormwater, restoration of native plant communities, and focused improvements at the main park entrance. The park entrance improvements may include native plants, irrigation, interpretive signs, benches, and a decorative gate. A detailed cost estimate will be prepared during creation of construction drawings. If the budget allows, improvements may also include a drinking fountain, extended plantings and irrigation, and/or a shade structure.

The project will directly result in protection of the land and water resources of Pacoima Wash. By regrading the site to allow infiltration of storm water, urban runoff into the wash will be



**BILL LOCKYER**  
Attorney General

*State of California*  
**DEPARTMENT OF JUSTICE**

300 SOUTH SPRING STREET, SUITE 1702  
LOS ANGELES, CA 90013

Public: (213) 897-2000  
Telephone: (213) 897-2702  
Facsimile: (213) 897-2801  
E-Mail: John.Saurenman@doj.ca.gov

August 22, 2005

Rorie Skei  
Chief Deputy Director  
Santa Monica Mountains Conservancy  
Ramirez Canyon Park  
5750 Ramirez Canyon Road  
Malibu, CA 90265

RE: Proposition 50 Grant to MRCA for Pacoima Wash Improvements and Restoration

Dear Ms. Skei:

You have asked that the Office of the Attorney General review the above-referenced grant to the Mountains Recreation and Conservation Authority (MRCA) and advise the Conservancy whether the grant complies with the General Obligation Bond Law and Proposition 50. We are reviewing this grant using our opinion standard pursuant to the budget control language which mandates Attorney General review of Conservancy grants from its appropriation of bond funds for this fiscal year to insure compliance with the General Obligation Bond Law and the pertinent bond acts. We note that the Legislature has charged the Attorney General to review grants only to determine whether their purposes are consistent with the General Obligation Bond Law and the specific bond acts. Thus, our review does not address other questions such as the amount of the grant or compliance with other statutes.

Based on the information you have provided, the Conservancy proposes to grant \$500,000 in Proposition 50 bond funds to the MRCA for the planning, design and construction of park improvements at the 8<sup>th</sup> Street Pacoima Wash Greenway Park (Park). The grant application states that the project will result in initial site improvements to the Park in order to protect the land and water resources of the Pacoima Wash. The project will remove an existing vacant shed and other structures from the Park, remove invasive exotic plants and restore native plant communities. Additional activities include site cleanup, installation of protective fencing and grading to allow storm water to infiltrate. Finally, the project also proposes improvements to the main park entrance which may include native plants, irrigation, signs, benches and a gate.

Proposition 50 makes available \$200 million "for expenditures and grants for the purpose of protecting coastal watersheds, including, but not limited to, acquisition, protection, and restoration of land and water resources and associated planning, permitting and administrative



Rorie Skei  
August 22, 2005  
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costs." (Wat. Code, § 79570.) Proposition 50 then provides \$40 million to the Conservancy to be expended for protection of the Upper Los Angeles River watershed and the Santa Monica Bay and Ventura County coastal watersheds. (Wat. Code, § 79570, subd. (c).) Thus, the acquisition and restoration of land and water resources in the Santa Monica Bay and Ventura County coastal watersheds is an authorized means of protecting those watersheds. Proposition 50, consistent with Government Code section 16727, also authorizes the expenditure of bond funds for planning, permitting and administrative costs.

We note initially that in November 2004, the Conservancy sought our advice on a grant of Proposition 50 funds to the MRCA to acquire the property which now constitutes the Park. Our conclusion then was as follows:

This grant is for the acquisition of a capital asset, that is, a land resource in the Upper Los Angeles River watershed. We note that the acquisition of this property also is consistent with the San Gabriel and Los Angeles Rivers Watershed and Open Space Plan. (Wat. Code, § 79508.) We find this grant is proper under the General Obligation Bond Law and Proposition 50.

You have explained that the improvements to the Park which this grant contemplates are in the nature of protecting and restoring this resource which is located on a tributary of the Los Angeles River. Thus, the project includes fencing to protect the Park from improper activities such as illegal dumping and to protect the public; removing debris; replacing exotic invasive plants with native plants and grading to infiltrate storm water. These activities will protect and restore the Park as will the similar activities at the entrance to the Park. We note that the budget for the grant includes funds for the planning and design of the project and for its administration. As noted above, both the General Obligation Bond Law and Proposition 50 make provision for the expenditure of bond funds on such activities.

Based on the foregoing, we find that this grant is consistent with the General Obligation Bond Law and Proposition 50.

Sincerely,



JOHN A. SAURENMAN  
Supervising Deputy Attorney General

For BILL LOCKYER  
Attorney General

SMM-05055

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☒ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

1. CONTRACTOR'S NAME

Mountains Recreation and Conservation Authority (Pacoima Imp)

2. FEDERAL I.D. NUMBER

77-0112367

3. AGENCY TRANSMITTING AGREEMENT

Santa Monica Mountains Conservancy

4. DIVISION, BUREAU, OR OTHER UNIT

5. AGENCY BILLING CODE

10507

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

Juliet Chung, Contracts and Fiscal Officer

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☐ NO

☒ YES (If YES, enter prior contractor

SMM-05055

name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

Planning, design, and construction of park improvements at the 8<sup>th</sup> Street Pacoima Wash Greenway Park.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Planning, design, and construction of park improvements at the 8<sup>th</sup> Street Pacoima Wash Greenway Park, including demolition and site cleanup, fencing, minor grading, irrigation, native landscaping, and site amenities.

Term of agreement extended to December 31, 2008.

10. PAYMENT TERMS (More than one may apply.)

☐ MONTHLY FLAT RATE

☐ QUARTERLY

☐ ONE-TIME PAYMENT

☒ PROGRESS PAYMENT

☒ ITEMIZED INVOICE

☐ WITHHOLD \_\_\_\_\_ %

☐ ADVANCED PAYMENT NOT TO EXCEED

☐ REIMBURSEMENT/REVENUE

\$ \_\_\_\_\_ or \_\_\_\_\_ %

☒ OTHER (Explain) Payment shall be made on a reimbursement basis.

11. PROJECTED EXPENDITURES  
FUND TITLE

ITEM

F.Y.

CHAPTER

STATUTE

PROJECTED  
EXPENDITURES

Capital Outlay and Grants

3810-301-6031

05-06

38

2005

\$500,000

OBJECT CODE

706.66001

AGREEMENT TOTAL \$ 500,000

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 0

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$ 500,000

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE

\$ 500,000

12.

AGREEMENT

TERM  
From Through

TOTAL COST OF  
THIS TRANSACTION

BID, SOLE SOURCE, EXEMPT

Original

07-25-05

07-30-07

\$ 500,000

Exempt

Amendment No. 1

7/30/07

12/31/08

\$ 0

Amendment No. 2

\$

Amendment No. 3

\$

TOTAL \$ 500,000

(Continue)



STATE OF CALIFORNIA

**AGREEMENT SUMMARY**

STD. 215 (NEW 02/98)

**13. BIDDING METHOD USED:**☐ REQUEST FOR PROPOSAL (RFP)☐ INVITATION FOR BID (IFB)☐ USE OF MASTER SERVICE AGREEMENT*(Attach justification if secondary method is used)*☐ SOLE SOURCE CONTRACT☐ EXEMPT FROM BIDDING☒ OTHER (Explain) N/A-Local Assistance Grant*(Attach STD. 821)**(Give authority for exempt statu:*NOTE: Proof of advertisement in the State Contracts Register or an approved for:  
STD. 821, Contract Advertising Exemption Request, must be attached.**14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank):**

N/A – Local Assistance Grant

**15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)**

N/A – Local Assistance Grant

**16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?**

N/A – Local Assistance Grant

**17. JUSTIFICATION FOR CONTRACTING OUT (Check one)**☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

N/A – Local Assistance Grant

**18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?**☐ NO ☐ YES ☒ N/A**19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?**☐ NO ☐ YES ☒ N/A**20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?**☐ NO ☐ YES ☐ NONE ON FILE ☒ N/A**21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?**

A. CONTRACTOR CERTIFICATION CLAUSES

☐ NO ☐ YES ☒ N/A

B. STD. 204, VENDOR DATA RECORD

☐ NO ☐ YES ☒ N/A**22. REQUIRED RESOLUTIONS ARE ATTACHED**☐ NO ☒ YES ☐ N/A**23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)**☒ NO (Explain below)☐ YES (If YES complete the following)

DISABLED VETERAN BUSINESS ENTERPRISES: \_\_\_\_\_ % OF AGREEMENT

☐ Good faith effort documentation attached if 3% goal is not reached.☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

N/A – Local Assistance Grant

**24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?**☒ NO ☐ YES (Indicate Industry Group)

SMALL BUSINESS REFERENCE NUMBER

**25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? (If YES, provide justification)**☐ NO ☒ YES

N/A – Local Assistance Grant

*I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.*

SIGNATURE/TITLE



Elizabeth A. Chodur

DATE SIGNED

6/28/07

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER

**SMM -05055**

AMENDMENT NUMBER

**1**

REGISTRATION NUMBER

**3810090593488.1**

1. This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
**Santa Monica Mountains Conservancy**  
CONTRACTOR'S NAME  
**Mountains Recreation and Conservation Authority**
2. The term of this Agreement is **July 30, 2007** through **December 31, 2008**
3. The maximum amount of this Agreement after this amendment is: **\$500,000**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:  
**Planning, design, and construction of park improvements at the 8<sup>th</sup> Street Pacoima Wash Greenway Park, including demolition and site cleanup, fencing, minor grading, irrigation, native landscaping, and site amenities.**  
  
**Term of agreement extended to December 31, 2008.**

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

**Mountains Recreation and Conservation Authority**

BY (Authorized Signature)



DATE SIGNED (Do not type)

**06-30-2007**

PRINTED NAME AND TITLE OF PERSON SIGNING

**Michael Berger, Chair**

ADDRESS

**570 W. Ave. 26, Suite 100  
Los Angeles, CA 90065**

**STATE OF CALIFORNIA**

AGENCY NAME

**Santa Monica Mountains Conservancy**

BY (Authorized Signature)



DATE SIGNED (Do not type)

**6/20/07**

PRINTED NAME AND TITLE OF PERSON SIGNING

**Elizabeth A. Cheadle, Chairperson**

ADDRESS

**5750 Ramirez Canyon, Malibu, CA 90265**

CALIFORNIA  
Department of General Services  
Use Only

☒ Exempt per:AG Approval

**ATTACHMENT "C"**  
**CONTRACT NO. 1878****ASSIGNMENT AND ASSUMPTION  
OF  
GRANT AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF GRANT AGREEMENT ("Assignment"), dated as of \_\_\_\_\_, is made by the State of California, through the Santa Monica Mountains Conservancy ("Conservancy"), Mountains Recreation and Conservation Authority ("Grantee") and the City of San Fernando ("Assignee").

**RECITALS**

- A. On or about May 12, 2008, Conservancy and Grantee entered into a certain Grant Agreement, Grant No. SMM-0836 ("Grant Agreement") attached and incorporated fully into this Assignment, pursuant to which Conservancy granted certain funds for the planning, design and construction of park improvements for the Eighth Street Park in the City of San Fernando ("Project").
- B. The grant agreement was funded by the Safe Drinking Water, Water Quality and Supply, Flood Control, river and Coastal Protection Bond Act of 2006 (Proposition 84) Los Angeles River Watershed: watershed protection of the Upper Los Angeles River pursuant to section 79508 of the Water Code and section 75050 (g) (2) of the Public Resources Code ("Funding Source").
- C. Following completion of the Project, Grantee wishes to assign its obligations under the Grant Agreement to Assignee. Assignee has agreed to accept the assignment and assume the obligations as Grantee under the Grant Agreement. Conservancy is willing to consent to this assignment and assumption subject to the terms and conditions of this assignment.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference into this Assignment, Grantee, Assignee, and the Conservancy hereby agree to the following:

- 1. **Assignment and Assumption.** Grantee hereby assigns, conveys and transfers to Assignee all right, title, interest, and obligations as Grantee under the Grant Agreement. Assignee hereby accepts such assignment and assumes and agrees to be bound by all of the terms and provisions of the Agreement and assumes all obligations of Grantee arising under the Grant Agreement.
- 2. **Consent to Assignment, Assumption and Release.** Conservancy consents to the assignment by Grantee to Assignee and to the assumption by Assignee of all rights, title, interest and obligations as Grantee under the Grant Agreement.
- 3. **Use of Real Property.** It is the intent of the parties that the Property shall be used, operated, maintained and managed in accordance with the Grant Agreement. The property shall not be

sold, transferred, exchanged or otherwise conveyed (including any portion of it or any interest in it) (each, a “Transfer”) except in compliance with the Grant Agreement and the purposes of the Funding Source.

4. **Effectiveness of Assignment.** This Assignment shall be deemed effective as of the date executed by the last of the parties to do so (the effective date), and shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties. Except as otherwise specifically provided in this Assignment, the rights and obligations of Grantee, Assignee, and the Conservancy shall be those set forth in the Grant Agreement.
5. **Counterparts.** The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

Santa Monica Mountains Conservancy

By: \_\_\_\_\_  
Joseph T. Edmiston, Executive Director

Mountains Recreation and Conservation Authority

By: \_\_\_\_\_  
Cara Meyer, Deputy Executive Officer

City of San Fernando

By: \_\_\_\_\_  
Alexander P. Meyerhoff, City Manager



STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER

**SMM-0836**

REGISTRATION NUMBER

**38100608310025**

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Santa Monica Mountains Conservancy

CONTRACTOR'S NAME

Mountains Recreation and Conservation Authority (Pacoima PPD)

2. The term of this Agreement is: 5/12/08 through 6/30/09

3. The maximum amount of this Agreement is: \$ 1,200,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work

1 page(s)

Exhibit B – Budget Detail and Payment Provisions

1 page(s)

Exhibit C\* – General Terms and Conditions

N/A

Check mark one item below as Exhibit D:

☐  
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

0 page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions

17 page(s)

Additional General Provisions

Staff Report &amp; Resolution

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Mountains Recreation and Conservation Authority

BY (Authorized Signature)



DATE SIGNED (Do not type)

06-06-2008

PRINTED NAME AND TITLE OF PERSON SIGNING

Michael Berger, Chair

ADDRESS

570 W. Avenue 26, Suite 100, Los Angeles, CA 90065

**STATE OF CALIFORNIA**

AGENCY NAME

Santa Monica Mountains Conservancy

BY (Authorized Signature)



DATE SIGNED (Do not type)

6/13/08

PRINTED NAME AND TITLE OF PERSON SIGNING

Ronald P. Schafer, Chair

ADDRESS

5750 Ramirez Canyon, Malibu, CA 90265

**California Department of General  
Services Use Only**☒ Exempt per: AG approval

**AGREEMENT SUMMARY**

STD 215 (Rev 4/2002)

AGREEMENT NUMBER

AMENDMENT NUMBER

SMM-0836

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

## 1. CONTRACTOR'S NAME

Mountains Recreation and Conservation Authority (8<sup>th</sup> Street)

## 2. FEDERAL I.D. NUMBER

77-0112367

## 3. AGENCY TRANSMITTING AGREEMENT

Santa Monica Mountains Conservancy

## 4. DIVISION, BUREAU, OR OTHER UNIT

## 5. AGENCY BILLING CODE

10507

## 6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

Juliet Chung, Contracts and Fiscal Officer

## 7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☒ NO☐ YES (If YES, enter prior contractor

name and Agreement Number)

## 8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

Planning, design, and construction of park improvements including demolition and site cleanup, fencing, grading, irrigation, native landscaping, and site amenities.

## 9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Planning, design, and construction of park improvements including demolition and site cleanup, fencing, grading, irrigation, native landscaping, and site amenities. Scope shall also include building improvements for the Eighth Street Park in the City of San Fernando. The proposed improvements include installation of new fencing, restoration of native plant communities, site furnishings, interpretive elements, and best management practices for urban runoff storm water that currently drains straight into Pacoima Wash.

## 10. PAYMENT TERMS (More than one may apply.)

☐ MONTHLY FLAT RATE☐ QUARTERLY☐ ONE -TIME PAYMENT☒ PROGRESS PAYMENT☒ ITEMIZED INVOICE☐ WITHHOLD \_\_\_\_\_ %☐ ADVANCED PAYMENT NOT TO EXCEED☐ REIMBURSEMENT/REVENUE

\$ \_\_\_\_\_ or 90 \_\_\_\_\_ %

☒ OTHER (Explain) Reimbursable payment

## 11. PROJECTED EXPENDITURES

FUND TITLE

ITEM

F.Y.

CHAPTER

STATUTE

PROJECTED  
EXPENDITURES

2006 Water Bond - LA River

3810-301-6051

07/08

171

2007

\$ 1,200,000

\$

\$

OBJECT CODE

67000-706

AGREEMENT TOTAL

\$ 1,200,000

OPTIONAL USE Santa Monica Bay watershed

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 1,200,000

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE

Barbara Rivera

6/20/08

\$ 1,200,000

## 12.

AGREEMENT

TERM  
From ThroughTOTAL COST OF  
THIS TRANSACTION

BID, SOLE SOURCE, EXEMPT

Original

5/12/08

6/30/10

\$ 1,200,000

Exempt

Amendment No. 1

\$

Amendment No. 2

\$

Amendment No. 3

\$

TOTAL \$ 1,200,000

(Continue)



STATE OF CALIFORNIA

**AGREEMENT SUMMARY**

D. 215 (NEW 02/98)

**3. BIDDING METHOD USED:**

- ☐ REQUEST FOR PROPOSAL (RFP) ☐ INVITATION FOR BID (IFB) ☐ USE OF MASTER SERVICE AGREEMENT  
(Attach justification if secondary method is used)
- ☐ SOLE SOURCE CONTRACT ☐ EXEMPT FROM BIDDING ☒ OTHER (Explain) N/A-Local Assistance Grant  
(Attach STD. 821) (Give authority for exempt status)

NOTE: Proof of advertisement in the State Contracts Register or an approved form  
STD. 821, Contract Advertising Exemption Request, must be attached

**4. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)**

N/A - Local Assistance Grant

**5. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)**

N/A - Local Assistance Grant

**6. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?**

N/A - Local Assistance Grant

**7. JUSTIFICATION FOR CONTRACTING OUT (Check one)**

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. ☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

N/A - Local Assistance Grant

**8. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?**☐ NO ☐ YES ☒ N/A**19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?**☐ NO ☐ YES ☒ N/A**20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?**☐ NO ☐ YES ☐ NONE ON FILE ☒ N/A**1. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?**

- A. CONTRACTOR CERTIFICATION CLAUSES ☐ NO ☐ YES ☒ N/A  
B. STD. 204, VENDOR DATA RECORD ☐ NO ☐ YES ☒ N/A

**22. REQUIRED RESOLUTIONS ARE ATTACHED**☐ NO ☒ YES ☐ N/A**3. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)**

- ☒ NO (Explain below) ☐ YES (If YES complete the following)

DISABLED VETERAN BUSINESS ENTERPRISES: \_\_\_\_\_ % OF AGREEMENT

- ☐ Good faith effort documentation attached if 3% goal is not reached.  
☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

N/A - Local Assistance Grant

**IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?**

- ☒ NO ☐ YES (Indicate Industry Group)

SMALL BUSINESS REFERENCE NUMBER

**IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? (If YES, provide justification)**

- ☐ NO ☒ YES

N/A - Local Assistance Grant

I certify that all copies of the referenced Agreement will conform to  
the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

R. P. Selman CHAIR

DATE SIGNED

6/13/08

8<sup>th</sup> Street Pacoima (Prop 84)  
SMM-0836

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide to the Santa Monica Mountains Conservancy (SMMC) the following as described herein:

Planning, design, and construction of park improvements including demolition and site cleanup, fencing, grading, irrigation, native landscaping, and site amenities. Scope shall also include building improvements for the Eighth Street Park in the City of San Fernando. The proposed improvements include installation of new fencing, restoration of native plant communities, site furnishings, interpretive elements, and best management practices for urban runoff storm water that currently drains straight into Pacoima Wash.

See attached Staff Report and Resolution.

2. The services shall be provided during normal business hours.
3. The project representatives during the term of this agreement will be:

State Agency: Santa Monica Mountains Conservancy	Contractor: Mountains Recreation and Conservation Authority
Name: Rorie Skei	Name: Cara McLane
Phone: (310) 589-3200	Phone: 323-221-9944, x 117
Fax: (310) 589-2408	Fax: 323-221-9934

Direct all inquiries to:

State Agency: Santa Monica Mountains Conservancy	Contractor: Mountains Recreation and Conservation Authority
Section/Unit: Government Programs	Section/Unit:
Attention: Juliet Chung	Attention: Barbara Romero
Address: 570 W. Ave. 26, Suite 100, Los Angeles, CA 90065	Address: 570 W. Ave. 26, Los Angeles, CA 90065
Phone: (323) 221-8900 ext. 145	Phone: 323-221-9944 ext. 188
Fax: (323) 221-9001	Fax: 323-221-9934

8<sup>th</sup> Street Pacoima Prop 84  
SMM-0836

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Santa Monica Mountains Conservancy  
Attn: Juliet Chung  
570 W. Ave. 26, Suite 100  
Los Angeles, CA 90065

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

SMM-0836  
8<sup>th</sup> Street Pacoima (Prop 84)

## EXHIBIT E

### Additional General Provisions

#### A. Definitions

1. The term "Act" as used herein means the Water Bond of 2006.
2. The term "CEQA" as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et. Seq; Title 14, California Code of Regulations Section 15000 et. seq.
3. The term "Contract" as used herein means an agreement between the State and Grantee specifying the payment of Grant Money by the State for the performance of Project goals within the Project Performance Period by the Grantee.
4. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
5. The term "Grant Moneys" as used herein means funds derived from the sale of bonds authorized by the Act.
6. The term "Project" as used herein means the project described in Section B of this Contract.
7. The term "Project Performance Period" as used herein means the period of time that the Grant Moneys are available, and the time in which the Project must be complete, billed and paid as described in Section C of this Contract.
8. The term "State" as used herein means the Santa Monica Mountains Conservancy.
9. The term "Contractor" as used herein means the party described as the Grantee on page 1 of this Contract.

#### B. Project Description

The Grantee shall be responsible for the Planning, design, and construction of park improvements including demolition and site cleanup, fencing, grading, irrigation, native landscaping, and site amenities. Scope shall also include building improvements for the Eighth Street Park in the City of San Fernando.

SMM-0836

8<sup>th</sup> Street Pacoima (Prop 84)**EXHIBIT E**

The proposed improvements include installation of new fencing, restoration of native plant communities, site furnishings, interpretive elements, and best management practices for urban runoff storm water that currently drains straight into Pacoima Wash. . See detailed scope of work in grant application. All work shall be in accordance with the attached staff report and resolution authorizing such action dated May 12, 2008.

**C. Project Period**

The project period shall be from May 12, 2008 to June 30, 2010 unless such time period is extended by the State.

**D. Project Execution**

1. Subject to the availability of Grant Moneys in the Act, the State hereby grants to the Grantee a sum of money (Grant Money) not to exceed the amount stated on page 1 of this contract in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Description of Project and under the terms and conditions set forth in this Contract.

Unless otherwise determined by the State, Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the Executive Director of State for approval.

2. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Contract.
3. Grantee shall comply as lead agency with a California Environmental Quality Act (Public Resources Code, Section 21000, et. Seq.)
4. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, laws affecting health and safety, hazardous materials, historical preservation, environmental impacts, building standards, and the like.

SMM-0836  
8<sup>th</sup> Street Pacoima (Prop 84)

**EXHIBIT E**

5. Grantee agrees to permit periodic site visits by the State to determine if development work is in accordance with the approved Project Description including a final inspection upon Project completion.
6. Grantee agrees to submit any significant deviation from the original Project Description to the Executive Director of State for prior approval.
7. If the Project includes acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property acquisition. Documentation of such compliance will be made available for review upon request by the State.
8. Grantee agrees to provide reasonable public access to lands acquired in fee with Grant Moneys except where that access may interfere with habitat protection.
9. Grantee agrees to comply with prevailing wage requirements. On January 1, 2004, additional prevailing wage requirements were added by the implementation of Senate Bill No. 966 (2003/2004 Reg. Session). The Department of Industrial Relations, Division of Standards Enforcement is the appropriate agency to contact for additional information on whether a project is a public works and whether prevailing wage is required, <http://www.dir.ca.gov>.
10. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Environmental Information Catalog (<http://gis.ca.gov/catalog/>) maintained by the CERES Program ([www.ceres.ca.gov](http://www.ceres.ca.gov)).
11. To the extent that such state rates are available to Grantees, Grantee agrees to abide by travel expenses and per diem rates set at the rate specified by the Department of Personnel Administration for similar employees. In the event that such state rates are not available, actual travel expenses in excess of state rates will be reimbursed only upon certification that state rates were not available.

SMM-0836  
8<sup>th</sup> Street Pacoima (Prop 84)

### **EXHIBIT E**

#### **E. Project Costs**

The Grant Moneys to be provided Grantee under this Contract may be disbursed as follows:

1. For acquisition Projects: Acquisition of real property shall be from a willing seller of a fee interest or any other interest. The State may disburse to Grantee the amount of the purchase price together with cost allocation or overhead and incident acquisition costs.
2. For development Projects: The State may disburse to Grantee the Grant Moneys on proof of award of a construction contract or commencement of construction by force account including cost allocation and project administration costs, up to one hundred percent of the total Grant, or the actual cost, whichever is less.

#### **F. Project Administration**

1. Grantee agrees to promptly submit project status reports as the State may request. Failure to submit such project status reports in a timely manner may result in stop payments for future payment requests until such reports are submitted. Grantee shall provide State a report showing total final Project expenditures.
2. Grantee agrees that property and facilities acquired or developed pursuant to this Contract shall be available for inspection upon request by the State.
3. Grantee agrees that income earned by the Grantee from use of the Project shall be used to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

#### **G. Project Termination**

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended by mutual agreement in writing.

SMM-0836

8<sup>th</sup> Street Pacoima (Prop 84)**EXHIBIT E**

2. Failure by the Grantee to comply with material terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligation of the State hereunder if in the judgment of the Executive Director of State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Moneys under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Moneys disbursed under this Contract by the State would be inadequate compensation to the State for any material breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract.
5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract and is a useable facility.

**H. Financial Records**

1. The State may audit the Project. If so, the Grantee will be notified at least 30 days in advance. The audit may occur up to three years after the final payment of Grant Moneys.
2. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such



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8<sup>th</sup> Street Pacoima (Prop 84)**EXHIBIT E**

financial accounts, documents and records for three years following Project termination or completion.

Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Grantee agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

3. Grantee agrees to use a generally accepted accounting system.

**I. Use of Facilities**

1. Grantee agrees that the Grantee shall use the property acquired or developed with Grant Moneys under this Contract only for the purpose for which the State Grant Moneys were requested and no other use of the property shall be permitted except by specific act of the Legislature.
2. Grantee shall use the property for purposes for which the Grant was made and shall make no other use or sale or other disposition of the property, except as consistent with the Act and authorized by the State. This Agreement shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by this Agreement. If the use of the property is changed to a use that is not permitted by the Act, or if the property is sold or otherwise disposed of, and amount equal to (1) the amount of the grant (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the State, unless approved by the Executive Director of State to be used for related purposes within the Grantee's jurisdiction.
3. Grantee agrees to maintain and operate the property acquired, developed, rehabilitated or restored with Grant Moneys for a period that is commensurate with the type of project and the proportion of

SMM-0836  
8<sup>th</sup> Street Pacoima (Prop 84)

### **EXHIBIT E**

State funds and local matching funds or property allocated to the capital cost of the project.

#### **J. Nondiscrimination**

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residency and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Contract.

#### **K. Application Incorporation**

The Application and any subsequent change or addition approved in writing by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

#### **L. Severability**

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and pursuant to this provision of this Contract, are severable.

Exhibit E

Attachment  
SMMC Item 10  
May 12, 2008

Materials prepared by: C. Meyer, 5/5/08

## Exhibit E



**MOUNTAINS RECREATION & CONSERVATION AUTHORITY**  
Los Angeles River Center and Gardens  
570 West Avenue Twenty-six, Suite 100  
Los Angeles, California 90065  
Phone (323) 221-9944 Fax (323) 221-9934

May 7, 2008

Mr. Ronald.P. Schafer  
Chairperson  
Santa Monica Mountains Conservancy  
5750 Ramirez Canyon  
Malibu, California 90265

**Grant Application - Proposition 84 Funds  
Pacoima Wash Greenway - Eighth Street Park**

Dear Mr. Schafer:

I am pleased to present the enclosed application for grant funding for park improvements at the Pacoima Wash Greenway 8th Street Park. The MRCA requests a grant in the sum of \$500,000 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84).

The proposed grant would fund construction of park improvements at the Eighth Street Park on the Pacoima Wash Greenway, including demolition and site cleanup, fencing, minor grading, irrigation, native landscaping, and site amenities. Please refer to the enclosed application for more information. If you have any questions regarding this, please contact Barbara Romero, at 323-221-9944, extension 188.

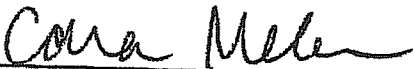
Sincerely,

A handwritten signature in black ink, appearing to read 'Michael D. Berger'.

Michael D. Berger  
Chairperson

Attachments:      Application

## Exhibit E

SANTA MONICA MOUNTAINS CONSERVANCY GRANT APPLICATION									
<b>Project Name:</b> Pacoima Wash Greenway-Eighth Street Park		<b>Amount of Request:</b> \$ 1,200,000 <b>Total Project Cost:</b> \$ 2,287,000							
<b>Applicant Name:</b> Mountains Recreation & Conservation Authority		<b>Amount of Match:</b> \$ 1,087,000 <b>Source of Match:</b> DWR, SMMC Prop 50							
<b>Applicant Address:</b>  570 West Avenue 26, Suite 100 Los Angeles, CA 90065  <b>Phone:</b> 323-221-9944 <b>Fax:</b> 323-221-9934		<b>Project Address:</b> 801 8th Street San Fernando, CA 91340 <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="text-align: center; padding: 2px;">County</td> <td style="text-align: center; padding: 2px;">Senate</td> <td style="text-align: center; padding: 2px;">Assembly</td> </tr> <tr> <td style="text-align: center; padding: 2px;">Los Angeles</td> <td style="text-align: center; padding: 2px;">20</td> <td style="text-align: center; padding: 2px;">39</td> </tr> </table> <b>Email:</b> Barbara.Romero@mrca.ca.gov		County	Senate	Assembly	Los Angeles	20	39
County	Senate	Assembly							
Los Angeles	20	39							
<b>Grantee's Authorized Representative:</b> Cara McLane, Contracts Officer									
		323-221-9944, x117							
<i>Name and Title</i>		<i>Phone</i>							
<b>Person with day-to-day responsibility for project:</b> Barbara Romero, Special Projects Manager									
		323-221-9944, x188							
<i>Name and Title</i>		<i>Phone</i>							
<b>Brief Scope of Work (60 words maximum):</b> Planning, design, and construction of park improvements including demolition and site cleanup, fencing, grading, irrigation, native landscaping, and site amenities.									
<b>Funding Source Applied for:</b> Proposition 84									
<b>Narrative/Project Description:</b> The MRCA is proposing to build improvements for the Eighth Street Park in the City of San Fernando. The proposed improvements include installation of new fencing, restoration of native plant communities, site furnishings, interpretive elements, and best management practices for urban runoff storm water that currently drains straight into Pacoima Wash. The project will result in less runoff entering the wash and will increase the quality of water that does.  Design of the park improvements is complete and the construction documents are complete. The City of San Fernando has approved the project, and the drawings have been submitted to Los Angeles County for permitting and approval. MRCA has received construction bids from six companies and is currently reviewing them. The apparent lowest bid is \$1.52 million. The subject Proposition 84 grant will be combined with other sources to cover the construction bid, as well as construction oversight, fees, and contingency.									
<b>Tasks / Milestones:</b> 1 Construction		<b>Budget:</b> \$ 1,200,000							
I certify that the information contained in this Grant Application form, including required attachments, is accurate.									
 <i>Signature of Authorized Representative</i>		May 7, 2008 <i>Date</i>							
Form SMM-001									
STATE OF CALIFORNIA ♦ THE RESOURCES AGENCY									

# Exhibit E



**SMMC Item 10:**  
**Pacoima Wash**  
**Eighth Street Park**



Exhibit E

State of California—The Resources Agency

SANTA MONICA MOUNTAINS CONSERVANCY  
Los Angeles River Center & Gardens  
570 West Avenue Twenty-six, Suite 100  
Los Angeles, California 90065  
(323) 221-8900

## Memorandum

To : The Conservancy  
The Advisory Committee

Date: May 12, 2008

From :  Joseph T. Edmiston, FAICP, Hon. ASLA, Executive Director

Subject: **Agenda Item 10: Consideration of resolution authorizing a grant of Proposition 84 funds to the Mountains Recreation and Conservation Authority for the Pacoima Wash Greenway-Eighth Street Park, San Fernando.**

Staff Recommendation: That the Conservancy adopt the attached resolution authorizing a grant of Proposition 84 funds in the amount of \$1,200,000 to the Mountains Recreation and Conservation Authority for the Pacoima Wash Greenway-Eighth Street Park, San Fernando.

Legislative Authority: Sections 33204.2(a) and 33204.27(a) of the Public Resources Code.

Background: On October 25, 2004, the Board authorized a grant of Proposition 50 funds to the Mountains Recreation and Conservation Authority (MRCA) for acquisition of a 3-acre parcel adjacent to Pacoima Wash in the City of San Fernando. MRCA completed that acquisition in April 2005. On July 25, 2005, the Board authorized a grant of Proposition 50 funds to MRCA to design and construct public park improvements on the property. MRCA has also been awarded a grant of Proposition 50 Chapter 8 funds for the project from the Department of Water Resources, which will be administered through the Los Angeles County Department of Public Works.

Design of the park improvements is complete and the construction documents are complete. The City of San Fernando has approved the project, and the drawings have been submitted to Los Angeles County for permitting and approval. The MRCA advertised the project for construction, and received bids from six construction companies which are now under review by the MRCA's Construction Division. The apparent lowest bid is \$1.52 million.

The MRCA has submitted a grant application for funding in the amount of \$1,200,000.00 to construct park improvements for the Pacoima Wash Greenway-Eighth Street Park, from Proposition 84 Section 75050(g)(2) of the Public Resources Code. The subject grant will be combined with the other secured funding sources to cover the construction contract, as well as construction oversight by staff, fees, and contingency.

The park improvements feature best management practices for urban runoff storm water that currently drains straight into Pacoima Wash. The park will capture rainfall from the adjacent

## Exhibit E

## Agenda Item 10

May 12, 2008

Page 2

33-acre residential area at the end of Bromont Street and Eighth Street. Trash and the majority of solid pollutants will be removed by a device that captures suspended solids. The storm water will then flow onto the site and pass through a sand media infiltration pond with a bio-retention function. The process will slow the flow of water, allowing it to infiltrate instead of pouring directly into the wash. The project will result in less runoff entering the wash and will measurably increase the quality of water that does.

Other site improvements include installation of new fencing, restoration of native plant communities, site furnishings, and interpretive elements. All planted areas will be mulched to discourage establishment of invasive exotic plants that could out-compete the native plants. Irrigation will be used only to establish the native plants.

The project is within the upper Los Angeles River watershed and implements goals identified in Chapter 5, Section 75050(g)(2) of Proposition 84. It is consistent with the *San Gabriel and Los Angeles River Watershed and Open Space Plan* as adopted by the Santa Monica Mountains Conservancy.

## Exhibit E

May 12, 2008; Agenda Item No. 10

Resolution No. 08-36

RESOLUTION OF THE SANTA MONICA MOUNTAINS CONSERVANCY AUTHORIZING A GRANT  
OF PROPOSITION 84 FUNDS TO THE MOUNTAINS RECREATION AND CONSERVATION  
AUTHORITY FOR THE PACOIMA WASH GREENWAY-EIGHTH  
STREET PARK, SAN FERNANDO

WHEREAS, The Santa Monica Mountains Conservancy is authorized to award grants to the Mountains Recreation and Conservation Authority pursuant to Sections 33204(c), 33204.2, and 33204.27 of the Public Resources Code; and

WHEREAS, The State of California has authorized expenditure of funds from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to the Santa Monica Mountains Conservancy for capital outlay and grants for protection and restoration of land and water resources in the watershed of the Upper Los Angeles River and the Santa Monica Bay and its watersheds; and

WHEREAS, The Mountains Recreation and Conservation Authority has made a request for a grant from Proposition 84 Section 75050(g)(2) of the Public Resources Code; and

WHEREAS, Pursuant to Section 75005(a) "Acquisition" means the acquisition of a fee interest or any other interest in real property including easements, leases and development rights; and

WHEREAS, Pursuant to Section 75005(f) "Development" includes, but is not limited to the physical improvement of real property including the construction of facilities or structures.

WHEREAS, Pursuant to Section 75005(g) "Disadvantaged community" means a community with a median household income less than 80% of the statewide average. "Severely disadvantaged community" means a community with a median household income less than 60% of the statewide average; and

WHEREAS, Pursuant to Section 75005(i) "Interpretation" includes, but is not limited to, a visitor serving amenity that educates and communicates the significance and value of natural, historical, and cultural resources in a way that increases the understanding and enjoyment of these resources and that may utilize the expertise of a naturalist or other specialist skilled at educational interpretation; and

WHEREAS, Pursuant to Section 75005(l) "Preservation" means rehabilitation, stabilization, restoration, development, and reconstruction, or any combination of those activities, and

Exhibit E

## Agenda Item 10

May 12, 2008

Page 2

WHEREAS, Pursuant to Section 75005(m) "Protection" means those actions necessary to prevent harm or damage to persons, property or natural resources or those actions necessary to allow the continued use and enjoyment of property of natural resources and includes acquisition, development, restoration, preservation and interpretation; and

WHEREAS, Pursuant to Section 75005(n) "Restoration" means the improvement of physical structures or facilities and, in the case of natural systems and landscape features includes, but is not limited to , projects of the control of erosion, the control and elimination of exotic species, prescribed burning, fuel hazard reduction, fencing out threats to existing or restored natural resources, road elimination, and other plant and wildlife habitat improvement to increase the natural system value of the property. Restoration projects shall include the planning, monitoring, and reporting necessary to ensure successful implementation of project objectives; and

WHEREAS, Section 75003(c) of the Public Resources Code states that the people of California find and declare it necessary and in the public interest to protect the rivers, lakes, and streams of the State from pollution, loss of water quality, and destruction of fish and wildlife habitat; and

WHEREAS, Section 75003(d) of the Public Resources Code states that the people of California find and declare it necessary and in the public interest to protect the beaches, bays and coastal waters of the state for future generations; and

WHEREAS, Section 75003(e) of the Public Resources Code states that the people of California find and declare it necessary and in the public interest to revitalize our communities and making them more sustainable and livable by investing in sound land use planning, local parks and urban greening; and

WHEREAS, Section 75003.5 of the Public Resources Code states that the growth in population of the state and the impacts of climate change pose significant challenges. These challenges must be addressed through careful planning and through improvements in land use and water management that both reduce contributions to global warming and improvements include better integration of water supply, water quality, flood control and ecosystem protection, as well greater water use efficiency and conservation to reduce energy consumption; and

WHEREAS, the proposed project is consistent with the *Santa Monica Mountains Comprehensive Plan*, the *Rim of the Valley Trail Corridor Master Plan* and the *San Gabriel and Los Angeles River Watershed and Open Space Plan* as adopted by the Santa Monica Mountains Conservancy; and

## Exhibit E

## Agenda Item 10

May 12, 2008

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WHEREAS, the proposed project is consistent with the Conservancy's Strategic Objectives to implement the Santa Monica Mountains Comprehensive Plan, ensure that the Conservancy land acquisition expertise is made available where needed, link and integrate new natural parks into existing park system, and link key habitat areas strategically to protect species and ecosystems through acquisition and cooperation with other resource management agencies; and

WHEREAS, The proposed action is being taken subject to approval of the grant for compliance with the General Obligation Bond Law; and

WHEREAS, The proposed project protects land and water resources; and

WHEREAS, The proposed project implements the goals stated in Proposition 84, Chapter 5, Section 75050(g)(2); and

WHEREAS, the requirements of the California Environmental Quality Act (CEQA) have been met pursuant to the Mitigated Negative Declaration adopted by the MRCA Board on July 6, 2005; Now

*Therefore Be It Resolved*, That the Santa Monica Mountains Conservancy hereby:

1. FINDS that the proposed action is consistent with the *Santa Monica Mountains Comprehensive Plan* and the *Rim of the Valley Trail Corridor Master Plan*.
2. FINDS that the proposed project is consistent with the *San Gabriel and Los Angeles River Watershed and Open Space Plan* as adopted by the Santa Monica Mountains Conservancy.
3. FINDS that the proposed action is consistent with the Conservancy's Strategic Objectives
4. FINDS the requirements of the California Environmental Quality Act (CEQA) have been met pursuant to the Mitigated Negative Declaration adopted by the MRCA Board on July 6, 2005.
5. FINDS that the proposed project implements the goals stated in Proposition 84.
6. ADOPTS the staff report and recommendations dated May 12, 2008 for this item.

## Exhibit E

## Agenda Item 10

May 12, 2008

Page 4

7. ADOPTS all of the preceding whereas clauses.
8. AUTHORIZES a grant of Proposition 84 funds to the Mountains Recreation and Conservation Authority in the amount of \$1,200,000.00 for park improvements to the Pacoima Wash Greenway-Eighth Street Park, contingent upon Attorney General approval.
9. FURTHER AUTHORIZES the Chairperson to execute the grant agreement and to perform any and all acts necessary to carry out this resolution; without limiting the generality of the foregoing, such authority shall include those provisions that he shall determine in the exclusive exercise of his discretion are necessary to carry out the purposes of this resolution and to comply with the policies of the Conservancy, and to otherwise carry out the provisions of state law and regulations.

~ End of Resolution ~

I HEREBY CERTIFY that the foregoing resolution was adopted at a meeting of the Santa Monica Mountains Conservancy, duly noticed and held according to law, on the 12<sup>th</sup> day of May, 2008, at San Fernando, California.

Dated: 5-12-08

  
Executive Director



☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME <b>Mountains Recreation and Conservation Authority (Pacoima 8<sup>th</sup> Street)</b>		2. FEDERAL I.D. NUMBER <b>77-0112367</b>
3. AGENCY TRANSMITTING AGREEMENT <b>Santa Monica Mountains Conservancy</b>	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE <b>10507</b>

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT  
**Rorie Skei, Chief Deputy Director**

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☐ NO ☒ YES (If YES, enter prior contractor name and Agreement Number)

**SMM-0836**

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

Planning, design and construction of park improvements including demolition and site cleanup, fencing, grading, irrigation, native landscaping, and site amenities.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Planning, design and construction of park improvements including demolition and site cleanup, fencing, grading, irrigation, native landscaping, and site amenities. Scope shall also include building improvements for the Eight Street Park in the City of San Fernando. The proposed improvements include installation of new fencing, restoration of native plant communities, site furnishings, interpretive elements, and best management practices for urban runoff storm water that currently drains straight into Pacoima Wash.

By executing this amendment, the parties hereby agree to extend the term of the agreement to June 30, 2011.

10. PAYMENT TERMS (More than one may apply.)

☐ MONTHLY FLAT RATE ☐ QUARTERLY ☐ ONE -TIME PAYMENT ☒ PROGRESS PAYMENT  
☒ ITEMIZED INVOICE ☐ WITHHOLD \_\_\_\_\_ % ☐ ADVANCED PAYMENT NOT TO EXCEED  
☐ REIMBURSEMENT/REVENUE \$ \_\_\_\_\_ or **90** %  
☒ OTHER (Explain) **Reimbursable payment**

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
2006 Water Bond - LA River	3810-301-6051	07/08	171	2007	\$1,200,000
					\$
					\$

OBJECT CODE

**706-67001**

AGREEMENT TOTAL

\$

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 0

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$ 1,200,000

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE

\$ 1,200,000

12. AGREEMENT	From	Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	5/12/08	06/30/10	\$ 1,200,000	Exempt
Amendment No. 1	05/12/08	06/30/11	\$ 0	Exempt
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$	

(Continue)

13. BIDDING METHOD USED:

☐ REQUEST FOR PROPOSAL (RFP)

(Attach justification if secondary method is used)

☐ INVITATION FOR BID (IFB)

☐ USE OF MASTER SERVICE AGREEMENT

☐ SOLE SOURCE CONTRACT

(Attach STD. 821)

☐ EXEMPT FROM BIDDING

(Give authority for exempt status)

☒ OTHER (Explain) N/A - Local Assistance Grant

NOTE: Proof of advertisement in the State Contracts Register or an approved form  
STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A - Local Assistance Grant

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A - Local Assistance Grant

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A - Local Assistance Grant

17. JUSTIFICATION FOR CONTRACTING OUT (Check one)

☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.

☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

N/A - Local Assistance Grant

FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

☐ NO ☐ YES ☒ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

☐ NO ☐ YES ☒ N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

☐ NO ☐ YES ☐ NONE ON FILE ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. CONTRACTOR CERTIFICATION CLAUSES ☐ NO ☐ YES ☒ N/A

B. STD. 204, VENDOR DATA RECORD ☐ NO ☐ YES ☒ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ NO ☐ YES ☒ N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)

☒ NO (Explain below)

☐ YES (If YES complete the following)

DISABLED VETERAN BUSINESS ENTERPRISES: \_\_\_\_\_ % OF AGREEMENT

☐ Good faith effort documentation attached if 3% goal is not reached.

☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

N/A - Local Assistance Grant

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

☒ NO ☐ YES (Indicate Industry Group)

SMALL BUSINESS REFERENCE NUMBER

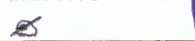
25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? (If YES, provide justification)

☐ NO ☒ YES

N/A - Local Assistance Grant

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

 P. Schuyler, CHAIR

DATE SIGNED

7/22/10



**STANDARD AGREEMENT AMENDMENT**  
STD. 213 A (Rev 6/03)☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER

**SMM-0836**

REGISTRATION NUMBER

**eP 1092187**

AMENDMENT NUMBER

**1**

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

**Santa Monica Mountains Conservancy**

CONTRACTOR'S NAME

**Mountains Recreation and Conservation Authority (Pacoima 8<sup>th</sup> Street)**

2. The term of this

Agreement is **05/12/08** through **06/30/11**

3. The maximum amount of this **\$1,200,000**

Agreement after this amendment is:

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Planning, design and construction of park improvements including demolition and site cleanup, fencing, grading, irrigation, native landscaping, and site amenities. Scope shall also include building improvements for the Eight Street Park in the City of San Fernando. The proposed improvements include installation of new fencing, restoration of native plant communities, site furnishings, interpretive elements, and best management practices for urban runoff storm water that currently drains straight into Pacoima Wash.

By executing this amendment, the parties hereby agree to extend the term of the agreement to June 30, 2011.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

**Mountains Receptions and Conservation Authority**

BY (Authorized Signature)



DATE SIGNED (Do not type)

**07/20/10**

PRINTED NAME AND TITLE OF PERSON SIGNING

**George Lange, Chair**

ADDRESS

**570 W. Avenue Twenty-six, Suite 100  
Los Angeles, California 90065****STATE OF CALIFORNIA**

AGENCY NAME

**Santa Monica Mountains Conservancy**

BY (Authorized Signature)



DATE SIGNED (Do not type)

**7/20/10**

PRINTED NAME AND TITLE OF PERSON SIGNING

**Ronald P. Schafer, Chair**

ADDRESS

**5750 Ramirez Canyon Road, Malibu, California****CALIFORNIA**  
Department of General Services  
Use Only☐ Exempt per:

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages


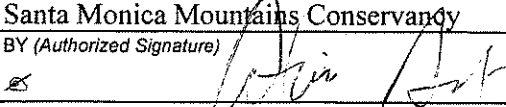
AGREEMENT NUMBER <b>SMM-0836</b>	AMENDMENT NUMBER <b>2</b>
REGISTRATION NUMBER <b>eP 1092187</b>	

1. This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
Santa Monica Mountains Conservancy  
CONTRACTOR'S NAME  
Mountains Recreation and Conservation Authority (Pacoima 8<sup>th</sup> Street)
2. The term of this Agreement is 05/12/08 through 06/30/12
3. The maximum amount of this Agreement after this amendment is: \$1,200,000
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:  
Planning, design and construction of park improvements including demolition and site cleanup, fencing, grading, irrigation, native landscaping, and site amenities. Scope shall also include building improvements for the Eight Street Park in the City of San Fernando. The proposed improvements include installation of new fencing, restoration of native plant communities, site furnishings, interpretive elements, and best management practices for urban runoff storm water that currently drains straight into Pacoima Wash.

By executing this amendment, the parties hereby agree to extend the term of the agreement to June 30, 2012.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>Mountains Recreations and Conservation Authority</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>06/18/11</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>George Lange, Chair</u>		
ADDRESS <u>570 W. Avenue Twenty-six, Suite 100</u> <u>Los Angeles, California 90065</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Santa Monica Mountains Conservancy</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>6-30-11</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Antonio Gonzalez, Chair</u>		
ADDRESS <u>5750 Ramirez Canyon Road, Malibu, California 90265</u>		

☐ Exempt per:

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages



AGREEMENT NUMBER <b>SMM-0836</b>	AMENDMENT NUMBER <b>3</b>
REGISTRATION NUMBER <b>eP 1092187</b>	

1. This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
Santa Monica Mountains Conservancy  
CONTRACTOR'S NAME  
Mountains Recreation and Conservation Authority (Pacoima 8<sup>th</sup> Street)
2. The term of this Agreement is 05/12/08 through 06/30/13
3. The maximum amount of this Agreement after this amendment is: \$1,200,000
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:  
Planning, design and construction of park improvements including demolition and site cleanup, fencing, grading, irrigation, native landscaping, and site amenities. Scope shall also include building improvements for the Eight Street Park in the City of San Fernando. The proposed improvements include installation of new fencing, restoration of native plant communities, site furnishings, interpretive elements, and best management practices for urban runoff storm water that currently drains straight into Pacoima Wash.

By executing this amendment, the parties hereby agree to extend the term of the agreement to June 30, 2013.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>Mountains Receptions and Conservation Authority</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>07/23/12</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>George Lange, Chair</u>		
ADDRESS <u>570 W. Avenue Twenty-six, Suite 100</u> <u>Los Angeles, California 90065</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Santa Monica Mountains Conservancy</u>		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>7/23/12</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Elizabeth Cheadle, Chair</u>		
ADDRESS <u>5750 Ramirez Canyon Road, Malibu, California 90265</u>		

AGREEMENT NUMBER

**SMM-0836 #4**

REGISTRATION NUMBER

**eP 1092187**

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Santa Monica Mountains Conservancy

CONTRACTOR'S NAME

Mountains Recreation and Conservation Authority (Pacoima 8<sup>th</sup> Street)

2. The term of this Agreement is: 5/12/08 through 6/30/14

3. The maximum amount of this Agreement is: \$ 1,900,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 1 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 page(s)

Exhibit C\* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

0 page(s)

☐

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions

19 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Mountains Recreation and Conservation Authority

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

George Lange, Chair

ADDRESS

570 W. Avenue 26, Suite 100  
Los Angeles, CA 90065

**STATE OF CALIFORNIA**

AGENCY NAME

Santa Monica Mountains Conservancy

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Elizabeth Cheadle, Chair

ADDRESS

5750 Ramirez Canyon Road, Malibu, California 90265

California Department of General  
Services Use Only

☐ Exempt per:



**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 9 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
<b>SMM-0836</b>	<b>5</b>
REGISTRATION NUMBER	
<b>eP 1092187</b>	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

Santa Monica Mountains Conservancy

CONTRACTOR'S NAME

Mountains Recreation and Conservation Authority (Marsh Augmentation)

2. The term of this

Agreement is 05/12/08 through 6/30/2016

3. The maximum amount of this Agreement after this amendment is: \$2,250,000


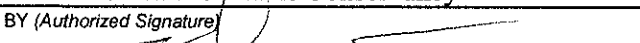
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Planning, design and construction of park improvements including demolition and site cleanup, fencing, grading, irrigation, native landscaping, and site amendments. Scope shall also include building improvements for the Eighth Street Park in the city of San Fernando. The proposed improvements include instillation of new fencing, restoration of native plant communities, site furnishings, interpretive elements, and best management practices for urban runoff storm water that currently drains straight into Pacoima Wash. Project planning, design, development and implementation of Phase II of the marsh Park project. The improvements will include two acres of vacant land and the two smaller buildings. Improvements will also include native habitat restoration, protection of water resources through treatment of on-site storm water with a system of arroyos and detention, basins, recreation amenities and picnic facilities. A small facility for public nature programs will be included. The focus of this facility will be to interpret the natural resources of the Los Angeles River.

By executing this amendment, the parties hereby agree to augment the agreement by \$400,000. \$350,000 to be encumbered by this document and the remaining \$50,000 to be encumbered when funds become available. In addition, the term of this agreement is extended to June 30, 2016.  
Additional Materials attached.

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
Mountains Recreation and Conservation Authority		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	05/12/13	
PRINTED NAME AND TITLE OF PERSON SIGNING		
George Lange, Chairperson		
ADDRESS		
570 West Avenue twenty-six, Suite 100 Los Angeles, California 90065		
STATE OF CALIFORNIA		
AGENCY NAME		
Santa Monica Mountains Conservancy		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	6-11-13	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Irma Muñoz, Chairperson		
ADDRESS		
5750 Ramirez Canyon Drive, Malibu, California 90265		

☐ Exempt per:

note - project  
name is  
incorrect. -  
CM 7/23/203

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER

**SMM-0836**

REGISTRATION NUMBER

**eP 1092187**

AMENDMENT NUMBER

**6**

1. This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
Santa Monica Mountains Conservancy  
CONTRACTOR'S NAME  
Mountains Recreation and Conservation Authority (8<sup>th</sup> Street)
2. The term of this Agreement is 5/12/08 through 06/30/18
3. The maximum amount of this Agreement after this amendment is: \$2,300,000.00
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Planning, design and construction of park improvements including demolition and site cleanup, fencing, grading, irrigation, native landscaping, and site amendments. Scope shall also include building improvements for the Eighth Street Park in the city of San Fernando. \$2,300,000 has been approved by the Conservancy Board. Only \$2,250,000 was previously encumbered. This amendment encumbers the remaining \$50,000.00 authorized by the Board and extends the term of the agreement to June 30, 2018.

All other terms and conditions shall remain the same.

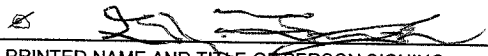
**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Mountains Recreation and Conservation Authority

BY (Authorized Signature)



DATE SIGNED (Do not type)

05/03/14

PRINTED NAME AND TITLE OF PERSON SIGNING

George Lange, Chair

ADDRESS

570 W. Avenue Twenty-six, Suite 100  
Los Angeles, California 90065

**STATE OF CALIFORNIA**

AGENCY NAME

Santa Monica Mountains Conservancy

BY (Authorized Signature)



DATE SIGNED (Do not type)

5/20/14

PRINTED NAME AND TITLE OF PERSON SIGNING

Hon. Linda Parks, Chair

ADDRESS

5750 Ramirez Canyon, Malibu, California 90265

**CALIFORNIA**  
Department of General Services  
Use Only

☒ Exempt per: SCM Vol. 1  
Sections 4.01 and 4.06

**ATTACHMENT "D"**  
**CONTRACT NO. 1879****ASSIGNMENT AND ASSUMPTION  
OF  
GRANT AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF GRANT AGREEMENT (Assignment), dated for reference purposes only as of May 15, 2017, is made by and among the LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (District), a California Special District; Mountains Recreation and Conservation Authority (Grantee), a joint exercise of powers authority; and City of San Fernando (Assignee), a *City*.

**RECITALS**

A. On September 10, 2013, Grantee and the District entered into Grant Agreement **58A1-14-2374** (Grant Agreement) attached and incorporated fully into this Assignment, for the planting of 150 native trees and installation of related irrigation at Pacoima Wash Eighth Street Park Tree Planting project (Project).

B. Following completion of the Project, Grantee wishes to assign its obligations under the Grant Agreement to Assignee. Assignee has agreed to accept the assignment and assume the obligations as Grantee under the Grant Agreement in full. The District is willing to consent to this assignment and assumption subject to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference into this Assignment, Grantee, Assignee, and the District hereby agree to the following:

1. **Assignment and Assumption.** Grantee hereby assigns, conveys and transfers to Assignee all right, title, interest, and obligations as Grantee under the Grant Agreement. Assignee hereby accepts such assignment and assumes and agrees to be bound by all of the terms and provisions of the Agreement and assumes all obligations of Grantee arising under the Grant Agreement.
2. **Consent to Assignment, Assumption and Release.** District consents to the assignment by Grantee to Assignee and to the assumption by Assignee of all rights, title, interest and obligations as Grantee under the Grant Agreement.
3. **Use of Real Property.** It is the intent of the parties that the Property shall be used, operated, maintained and managed in accordance with the Grant Agreement. The property shall not be sold, transferred, exchanged or otherwise conveyed (including any portion of it or any interest in it) (each, a "Transfer") except in compliance with Sections D.9 and D.10 of the Grant Agreement.

4. **Effectiveness of Assignment.** This Assignment shall be deemed effective as of the date executed by the last of the parties to do so (the effective date), and shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties. Except as otherwise specifically provided in this Assignment, the rights and obligations of Grantee, Assignee, and the District shall be those set forth in the Grant Agreement.

5. **Counterparts.** The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, District, Grantee, and Assignee have executed this Assignment and Assumption of Grant Agreement as set forth below.

**LOS ANGELES COUNTY REGIONAL PARK  
AND OPEN SPACE DISTRICT**, a California  
Special District

Dated: \_\_\_\_\_, 2017

By: \_\_\_\_\_  
John Wicker  
Director

**MOUNTAINS RECREATION AND  
CONSERVATION AUTHORITY**, a joint exercise  
of powers authority

Dated: \_\_\_\_\_, 2017

By: \_\_\_\_\_  
Cara Meyer  
Deputy Executive Officer

**CITY OF SAN FERNANDO**, a City

Dated: \_\_\_\_\_, 2017

By: \_\_\_\_\_  
Alexander P. Meyerhoff  
City Manager

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
CHRISTINA A. SALSEDA  
Principal Deputy County Counsel

## **Project Agreement**

### **Los Angeles County Regional Park and Open Space District Grant**

#### **Excess Funds - Big 5 Grant Program**

(From Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection ("the 1992 Proposition"), which voters approved on November 3, 1992, and the Safe Neighborhood Parks of 1996 ("the 1996 Proposition"), which voters approved on November 5, 1996)

**Grant No. 58A1-14-2374**

The Grantee listed below ("Grantee") and the Los Angeles County Regional Park and Open Space District ("the District") do hereby enter into this Project Agreement ("this Agreement"), and under the terms and conditions of this Agreement, Grantee agrees to complete the project as described in the Description of Project and the District, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to the Propositions, agrees to fund the project up to the total grant amount indicated.

**Grantee:** Mountains Recreation and Conservation Authority

**Project Name:** Pacoima Wash Eighth Street Park Tree Planting Project

**Grant Amount:** One hundred thousand dollars (\$100,000.00)

Awarded pursuant to Funding Identification Code: 4. k. 3. A.

#### **Description of Project:**

The project consists of the planting of approximately 150 native trees and the installation of related irrigation components at Eighth Street Park in the City of San Fernando.

**Project Performance Period:**      **FROM:**    09/10/2013      **TO:**      12/31/2014



**Special Provisions**

None.

**General Provisions****A. Definitions**

1. The term "Grantee" as used herein means the party described as Grantee on Page 1 of this Agreement.
2. The term "Application" as used herein means the individual application, and its required attachments, for the grant identified on Page 1 of this Agreement.
3. The term "Board of Supervisors" means the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the District.
4. The term "District" as used herein means the Los Angeles County Regional Park and Open Space District. Unless otherwise specified, the Director of the County of Los Angeles Department of Parks and Recreation shall administer this contract on behalf of the District.
5. The term "Procedural Guide" as used herein means the Procedural Guide(s), and any subsequent amendments or changes thereto, issued by the District for grants awarded pursuant to the Funding Identification Code as described on Page 1 of this Agreement.
6. The term "Project" as used herein means the Project that is described on Page 1 of this Agreement.
7. The term "Propositions" as used herein means Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection, which voters approved on November 3, 1992 and Safe Neighborhood Parks, which voters approved on November 5, 1996.

**B. Project Execution**

1. Subject to the availability of grant monies from the Propositions, the District hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on Page 1 in consideration of, and on the condition that the sum be expended in carrying out, the purposes set forth in the Description of Project on Page 1 and under the terms and conditions set forth in this Agreement, the Propositions (see Attachment A) and the attached Application (see Attachment B).

Grantee agrees to furnish any additional funds that may be necessary to complete the Project. Grantee agrees to budget and appropriate annually, in each fiscal year until completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Agreement.

2. Grantee agrees to complete the Project in accordance with the time of Project performance as set forth

on Page 1, and under the terms and conditions of this Agreement and the Procedural Guide. The time of Project performance may be extended upon mutual agreement, in writing, of the Grantee and District.

3. Grantee shall comply as lead agency with the California Environmental Quality Act, Public Resources Code, Section 21000, et. seq. Prior to submitting requests for reimbursement of actual construction or acquisition costs, Grantee agrees to file with the District a copy of the Environmental Impact Report or Negative Declaration along with a response from the State Clearinghouse, if required; and a copy of the Notice of Determination filed with, and stamped by, the County Clerk, or a copy of the Notice of Exemption filed with, and stamped by, the County Clerk if the Project is categorically exempt.
4. Grantee agrees that, prior to incurring actual development and/or acquisition costs, it will submit all requested development and/or acquisition documents to the District for prior review and approval.
5. Grantee shall use monies allocated in this Agreement, to the maximum extent practical, to employ youth from the community in which the Project is being carried out. Grantee is encouraged, and has authority to use said monies, to provide funding through agreements with community conservation corps, the California Conservation Corps and other community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried on in their own communities. Such agreements shall be entered into solely for the accomplishment of the Project described on Page 1 of this Agreement.

Therefore, prior to requesting reimbursement for actual construction, development or acquisition costs, Grantee must submit a report to the District describing its efforts to employ youth in the community. The report shall contain, at a minimum, the number and approximate age of youth to be employed at each stage of the Project, a description of the work the youth will perform, the process by which the youth shall be employed, the amount the youth will be paid and, the name of any organizations or agencies that will supply youth to be employed on the Project, as well as a description of Grantee's efforts to employ youth in every stage of the Project.

Grantee must comply fully with all State and Federal laws regarding the employment of youth on the Project.

Notwithstanding the above, the District reserves the right to establish goals for the employment of youth if, in the District's opinion, it is necessary to do so in order to accomplish the purposes of the Propositions.

6. Grantee agrees to file with the District copies of any contracts or agreements executed for work on the Project. Grantee further agrees that it will make a good faith effort to recruit and promote minority, women, disadvantaged and disabled veteran owned businesses to participate in the process for the award of any contracts or agreements executed for work on the Project.

Therefore, when filing with the District a copy of any contract or agreement for work on the Project, said copy will be accompanied, at a minimum, by a description of the process used for identifying minority, women, disadvantaged and disabled veteran contractors or vendors; a list of firms from which the Grantee solicited or received offers; and comparative statistics regarding the minority, women, disadvantaged and disabled veteran participation and percentage of minority, women, disadvantaged and disabled veteran ownership of each contractor and subcontractor working on the Project. In addition, said copy will be accompanied by a statement affirming that, on final analysis and consideration of award, contractor or vendor was selected without regard to race, color, creed or gender, unless City, State or Federal laws and/or regulations or court decisions require otherwise, in which case the Grantee will state the applicable reason. Grantee further agrees to retain on file, and to make available to the District on request, statistical information regarding the minority, women, disadvantaged and disabled veteran participation and percentage of minority, women, disadvantaged

and disabled veteran ownership in each firm participating in the bidding process.

7. Grantee agrees to secure completion of the development work in accordance with the approved development plans and specifications or force account schedule.
8. Grantee agrees to permit the District to make periodic site visits to determine if development work is in accordance with the approved plans and specifications, or force account schedule, including a final inspection upon Project completion.
9. Any modification or alteration in the Project, as set forth in the Application on file with the District, must be submitted, in writing, to the District for prior approval. No modification shall be effective until and unless the modification is executed by both Grantee and the District.
10. If the Project includes acquisition of real property, Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review upon the District's request.
11. If the Project includes acquisition of real property, Grantee agrees to furnish the District preliminary title reports respecting such real property or such other evidence of title that the District determines to be sufficient. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of the District might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.
12. If the Project includes landscaping, Grantee shall use drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, unless Grantee can show, to the District's satisfaction, that it is infeasible to do so.

#### **C. Project Costs**

The grant money provided under this program may be disbursed as follows:

1. If the Project includes acquisition of real property, the District may disburse to Grantee the grant monies as follows, but not to exceed, in any event, the District grant amount set forth on Page 1 of this Agreement:
  - a. When acquisition is by negotiated purchase, the District may disburse the amount of the District-approved purchase price together with District-approved costs of acquisition. The District-approved purchase price shall not exceed the value contained in a valid appraisal report, unless the District agrees, in advance, to the higher price.
  - b. When acquisition is allowed pursuant to the Propositions through eminent domain proceedings, the District may disburse the amount of the total award, as provided for in the final order of condemnation, together with District-approved costs of acquisition. Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
  - c. In the event Grantee abandons such eminent domain proceedings, Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.
2. If the Project includes development, after the completion of the Project or any phase or unit thereof, the District will disburse funds to Grantee only after the District has reviewed and approved all requested development documents and has received from Grantee a statement of incurred costs. The District may disburse funds in the amount of District-approved incurred

costs shown on such statement, but not to exceed the District grant amount set forth on Page 1 of this Agreement, or any remaining portion of the grant amount.

The statements to be submitted by Grantee shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction contract or by force account. Statements shall not be submitted more frequently than once a month, unless the District requests otherwise.

The District must approve modifications of the development plans and specifications and/or force account schedule prior to any deviation from the District-approved plans and specifications, and/or force account schedule, unless previously authorized by the District.

3. The District may retain up to ten (10) percent of the grant amount pending project completion and verification that the Grantee has satisfied all terms and conditions of this Agreement. Within three (3) months of Project completion, Grantee must submit final project documents. The District will not make final payment, including but not limited to the ten percent retention, until it has received all closing documents from the Grantee and has made a final Project inspection. At the District's discretion, the District also may perform an audit of Grantee's Project expenditures before final payment is made. Nothing in this section precludes the District from performing an audit of Project expenditures at a later date in accordance with Section I of this Agreement.

#### **D. Project Administration**

1. Grantee agrees to promptly submit any reports that the District may request. In any event, Grantee shall provide to the District a report showing total final Project expenditures.
2. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon the District's request.
3. Grantee agrees to use any monies disbursed by the District under the terms of this Agreement solely for the Project herein described.
4. Grantee agrees that any gross income earned from non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless the District approves otherwise in writing.

Grantee also agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project.

Grantee agrees to submit for prior District review and approval any and all existing or proposed operating agreements, leases, concession agreements, management contracts or similar arrangements with non-governmental entities, and any existing or proposed amendments or modifications thereto, as they relate to the project or the project site in perpetuity. Grantee further agrees not to enter into any

5. contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in the District's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds.
6. Grantee agrees that, upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, Grantee will require said contractor to carry adequate insurance required by the District and naming the District as an additional insured. In addition, said insurance must require that Grantee and the District be given thirty (30) days advance written notice of any modification or cancellation of said insurance. Grantee agrees to submit proof of such insurance to the

District for its prior approval.

7. Grantee and District will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. In the case that the Project involves acquisition of property, however, both the District and Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.

In the event that the District is required to defend an action on a Public Records Act request for any of the contents of an Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

8. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of the District, (a) permit the use of any portion of the Project by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.
9. If Grantee sells or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, Grantee shall reimburse the District in an amount equal to the greater of 1) the amount of grant monies provided under this Agreement; 2) the fair market value of the real property; or 3) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then Grantee shall reimburse the District an amount equal to the greater of: 1) an amount equal to the proceeds; or 2) the fair market value.

10. With the written consent of the District, the Grantee may transfer property acquired, developed, improved, rehabilitated or restored with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire, develop, improve or restore real property for park, wildlife, recreation, open space, or gang prevention and intervention purposes; or to the National Park Service, provided that any proposed successor agrees to assume the obligations imposed under the Propositions and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse the District as described in Section D, Paragraph 9 of this Agreement.

#### **E. Project Termination**

1. Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement, or any other agreement established pursuant to the Propositions, may be cause for suspension of all obligations of the

District hereunder.

3. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the District hereunder if, in the judgment of the District, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. The Grantee's full compliance with the terms of this Agreement will have significant benefits to the District, and to the property and quality of life therein, through the preservation and protection of beach, wildlife, park, recreation and natural lands of the District, provision of safer recreation areas for all residents, prevention of gangs, development and improvement of recreation facilities for senior citizens, the planting of trees, construction of trails, and/or restoration of rivers and streams. Because such benefits exceed, to an immeasurable and unascertainable extent, the amount of grant monies that the District furnishes under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the District of an amount equal to the amount of the grant monies disbursed under this Agreement by the District would be inadequate compensation to the District for any breach by the Grantee of this Agreement. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the District. Nothing in this Section shall limit in any way the District's legal or equitable remedies under this Agreement.
5. Grantee and the District agree that, if the Project includes development, final payment may not be made until the Project conforms substantially with this Agreement and is a usable public facility.
6. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the District may terminate or suspend this Agreement.

#### **F. Payment of Funds**

1. Grantee may request reimbursement from the District for eligible expenses, which the Grantee has properly incurred and paid, no more frequently than every thirty (30) days. Grantee shall submit reimbursement requests on District-provided Payment Request Forms, including the applicable attachments.

All Payment Request Forms should be sent to:

The Regional Park and Open Space District  
c/o The Department of Parks and Recreation  
510 South Vermont Avenue, Room 230  
Los Angeles, California 90020

2. Grantee should submit its payment request prior to the fifteenth day of the month to receive reimbursement within four to six weeks. The District may hold Payment Request Forms received after the fifteenth of the month until the next month, which may result in reimbursements being delayed.
3. The District may withhold a portion of the amount of reimbursement if, in the opinion of the District, an expenditure is not eligible under the terms and conditions of this Agreement, the Propositions, the



Application or the Procedural Guide. In such cases the District shall notify the Grantee of the amount of expenditures declared ineligible and the reason(s) for the ineligibility. Grantee, within thirty (30) days of notification, may dispute the District's decision, in writing, to the District and provide records and/or documentation to support its claim. The District shall review the information and/or documentation provided and will notify Grantee of its final determination. If Grantee fails to dispute the findings, in writing, within the thirty day period, then the Grantee shall have waived its right to dispute the findings.

#### **G. Hold Harmless and Indemnification**

1. Grantee shall indemnify, defend and hold the District harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
2. The District shall have no liability for any debts, liabilities, deficits or cost overruns of the, Grantee.
3. Grantee and District agree that the liability of the District hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Procedural Guide. Any contracts entered into, or other obligations or liabilities incurred by, the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the District shall have no obligation or liability whatsoever thereunder or with respect thereto.

#### **H. Independent Grantee**

This Agreement is by and between the Los Angeles County Regional Park and Open Space District and Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between the District and Grantee.

#### **I. Financial Records**

1. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the District for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for five (5) years following Project termination or completion.

Grantee and the District agree that during regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for District inspection, accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement.

2. Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
3. At any time during the term of this Agreement or at any time within five years after the expiration or prior termination of this Agreement, authorized representatives of the District may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to the District for reimbursement under the terms of this Agreement. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, the District may, at its discretion, reduce the grant amount by an amount equal to these expenditures.

Grantee, within thirty (30) days of notification that an audit has resulted in the exception of

expenditures, may dispute the audit findings in writing to the District and provide the District with records and/or documentation to support the expenditure claims. The District shall review this documentation and make a final determination as to the validity of the expenditures.

If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, Grantee shall pay the District an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Notwithstanding Government Code Section 907, in the event that Grantee fails to repay the District in full for the amount of excepted expenditures, the District may offset an amount equal to the excepted expenditures from any monies that may be due to Grantee under the terms and conditions of the Propositions. Through the execution of this Agreement, Grantee waives its rights under Government Code Section 907.

#### **J. Use of Facilities**

1. Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested District grant monies and will not permit any other use of the area, except as allowed by specific act of the Board of Supervisors as governing body of the District and under the terms and conditions of the Propositions.
2. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of the Propositions. With the District's approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with the Propositions.
3. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except where that access may interfere with resource protection.

#### **K. Nondiscrimination**

1. Grantee agrees that any beach, park or other public facility acquired, developed, rehabilitated or restored with funds derived under the Propositions shall be open and accessible to the public without discrimination as to race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or medical handicap, medical condition, or place of residence, to the extent consistent with the provisions of Section 13 of the 1996 Proposition. The grantee shall not discriminate against, or grant preferential treatment to, any person or organization seeking to use such facility based upon the place of residence of such person or the members of such organization.
2. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Project Agreement.

#### **L. Incorporation by Reference**

The Application and its required attachments, and any subsequent change or addition approved by the District, is hereby incorporated in this Agreement as though set forth in full. The Procedural Guide, and any subsequent changes or additions thereto, and the Propositions also are hereby incorporated in this Agreement as though set forth in full.

In the case of conflict, the District shall resolve the conflict with the precedence of documents as follows: the Propositions, this Agreement and the Procedural Guide (earlier named documents taking precedence over later named documents).

#### **M. Severability**

If any provision of this Agreement, or the application thereof, is held invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

No provision of this Agreement, or the application thereof, is waived by the failure of the District to enforce said provision or application thereof.

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IN WITNESS WHEREOF, Grantee and District have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By:

Lina Saghal  
*Signature of Authorized Representative*

Title:

DEPUTY EXECUTIVE OFFICER

Date:

JANUARY 28, 2014

LOS ANGELES COUNTY REGIONAL PARK & OPEN SPACE  
DISTRICT:

By:

[Signature]  
*Director*

Date:

February 10, 2014

APPROVED AS TO FORM:

JOHN KRATTLI

County Counsel

By:

Cher A Salseda

CHRISTINA A. SALSEDA

Principal Deputy County Counsel

Grant No. 58A1-14-2374

**Amendment No. 1 to Project Agreement**  
**Los Angeles County Regional Park and Open Space District**  
**Excess Funds - Big 5 Grant Program**  
 Pacoima Wash Eighth Street Park Tree Planting Project

REC'D PK & OPEN SPACE DIST  
RECEIVED


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Grant No.: 58A1-14-2374

The Mountains Recreation and Conservation Authority ("The Grantee") and the Los Angeles County Regional Park and Open Space District ("The District") do hereby amend Project Agreement No. 58A1-14-2374 ("the Agreement") as follows:

Old Performance Period End: December 31, 2014  
 Revised Performance Period End: June 30, 2015

**Mountains Recreation and Conservation Authority:**

By:  Title: DEPUTY EXECUTIVE OFFICER Date: 3/26/2015  
*Signature of Authorized Representative*

**APPROVED AS TO FORM:**

MARK SALADINO  
 County Counsel

By:   
 CHRISTINA A. SALSEDA  
 Principal Deputy County Counsel

**LOS ANGELES COUNTY REGIONAL  
 PARK & OPEN SPACE DISTRICT:**

By:   
 Director

Date: 4-8-15

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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Nick Kimball, Deputy City Manager/Director of Finance

**Date:** March 5, 2018

**Subject:** Presentation of Fiscal Year 2016-2017 Comprehensive Annual Financial Report

### RECOMMENDATION:

It is recommended that the City Council receive and file a presentation of the Fiscal Year (FY) 2016-2017 Comprehensive Annual Financial Report (CAFR).

### BACKGROUND:

1. Section 2-652 of the San Fernando Municipal Code requires an annual audit by an independent certified public accountant shortly after the end of each fiscal year. The audit is conducted, and financial statements prepared, in accordance with generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB).
2. The financial statements were audited by Van Lant & Fankhanel, LLP; a public accounting firm fully licensed and qualified to perform audits of State and local governments within the State of California.
3. The audited financial statements, in conjunction with the accompanying notes, discussion, and analysis, are presented in a CAFR to provide a thorough and detailed presentation of the City's financial condition at a particular point in time (i.e. the end of the fiscal year).
4. On December 29, 2017, the CAFR for FY ending June 30, 2017 (2017 CAFR) was transmitted to City Council and posted to the City's website for public review (<http://ci.san-fernando.ca.us/our-city/finance/financial-documents/>).
5. The Government Finance Officers Association (GFOA) offers a Certificate of Achievement for Excellence in Financial Reporting Award ("Award") for government agencies whose CAFR achieves the highest standards in government accounting and financial reporting. With a few exceptions, the City has received this award consistently over the last 28 years. The City received the Award for the FY 2015-2016 CAFR and has submitted the 2017 CAFR for consideration.

**Presentation of Fiscal Year (FY) 2016-2017 Comprehensive Annual Financial Report**Page 2 of 4

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**ANALYSIS:**

The CAFR consists of four parts: 1) Management's Discussion and Analysis; 2) the basic financial statements; 3) required supplementary information; and 4) *optional* combining statements for non-major governmental funds.

Within the basic financial statements are three components: 1) Government-wide Financial Statements; 2) Fund Financial Statements; and 3) Notes to the Financial Statements. The Government-wide Financial Statements provide the broadest picture of the City's finances as they include all of the City's 30 funds (including the General Fund and Enterprise Funds). The Fund Financial statements are a subset of the Government-wide Financials as they present each fund's financial statements individually. The Notes to the Financial Statements provide detail explanations.

Both the Government-wide Financials and Fund Financials include two basic statements: 1) *Statement of Net Position*, which presents information in terms of total assets, liabilities and net position (i.e. assets less liabilities); and 2) *Statement of Activities*, which shows how the net position has changed during the most recent fiscal year through revenues (increase in net position) and expenditures (decrease in net position).

Below are some key highlights of the 2016 Audit:

**Government-wide Financials.**

The City's total net position, which includes the General Fund, Enterprise Funds, and all Special Revenue Funds, decreased slightly from \$32,651,149 as of June 30, 2016 to \$32,064,934 as of June 30, 2017; a total decrease of \$586,215, or 1.8%. Over time, net position may serve as an indicator of the City's financial position.

Total assets increased by more than \$3 million, due primarily to increased Cash and Investments in the General Fund and Retirement Fund. The increase in cash in the General Fund is a result of Measure A, continued implementation of the Deficit Reduction Plan and the increase in the Retirement Fund is a result of the City accumulating funds to offset increasing future retirement liabilities.

The increase in assets was offset by an increase in liabilities of more than \$9.5 million due to significant increases in the City's long-term liabilities; specifically, net pension obligation and Other Post-Employment Benefits (OPEB) for retiree healthcare.

The City's long-term net pension liability increased by \$6,186,355 to \$35,969,636 (Note 6). Specific information related to the City's long-term pension liability can be found in Notes 6 and 7 to the Financial Statements included in the CAFR. Additionally, the City's long-term Other Post-Employment Benefit obligation for retiree healthcare increased by \$2,334,932 to \$15,393,946 (Note 8 to the Financial Statements).

**Presentation of Fiscal Year (FY) 2016-2017 Comprehensive Annual Financial Report**Page 3 of 4

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The City's total net position is made up of the following:

1. Capital Assets (e.g. land, buildings, infrastructure, vehicles, etc.) = \$55,517,129
2. Restricted Assets (e.g. transportation, housing, grants) = \$5,848,710
3. Unrestricted Assets = (\$29,300,905) *\*Deficit due to pension and retiree health liabilities.*

**General Fund Financials.**

The total fund balance for the General Fund increased from (\$3,080,247) as of June 30, 2016 to (\$1,475,089) as of June 30, 2017 for a total deficit reduction of \$1,605,158, or 52%. Additional information on the fund balances is located in Note 1 to the Financial Statements.

The General Fund balance is made up of the following:

1. Restricted for:
  - a. Prepaid Items = \$2,099
  - b. Advances to Other Funds = \$64,604
2. Unassigned = (\$1,541,792) *\*Deficit due to the amount owed to the Retirement Fund.*

Management encourages readers to read both the Transmittal Letter and Management's Discussion and Analysis to get a better contextual understanding of the financial information presented in the 2017 CAFR.

**BUDGET IMPACT:**

Funds to prepare the 2017 CAFR were included in the FY 2017-2018 Adopted Budget. There is no budget impact to receiving and filing a presentation on the 2017 CAFR.

**CONCLUSION:**

The City's financial picture continues to improve, however, significant challenges remain. During FY 2016-2017, the General Fund deficit decreased by more than \$1.6 million. That said, the financial statements still report a large deficit fund balance of just under \$1.5 million, which represents almost eight percent of the City's annual General Fund Budget. The City will need to continue to follow its adopted long-term financial plan in order to eliminate this deficit and start to build a reserve.

In addition, coming GASB pronouncements (i.e., GASB 74) will continue to change in how long-term pension and retiree health obligations are reported and require the liabilities to be included on the balance sheets of all government agencies. The City will be exploring establishing a Section 115 Trust to set aside funds to pay for these obligations.

**Presentation of Fiscal Year (FY) 2016-2017 Comprehensive Annual Financial Report**

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**ATTACHMENT:**

A. PowerPoint Presentation






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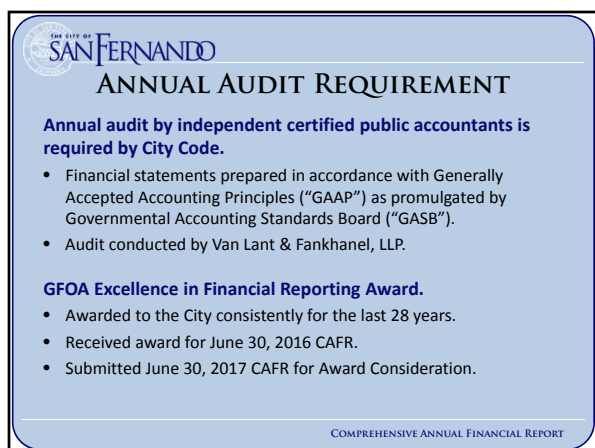
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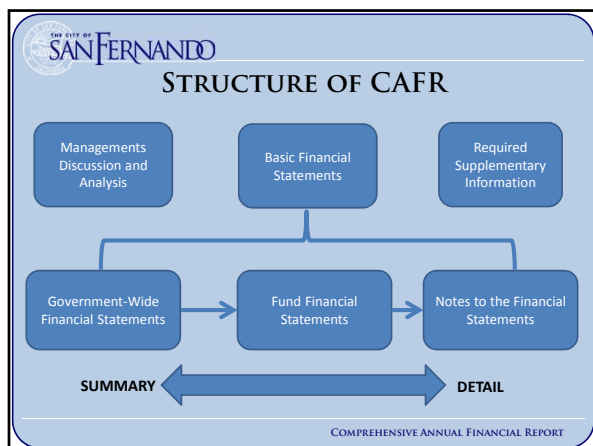
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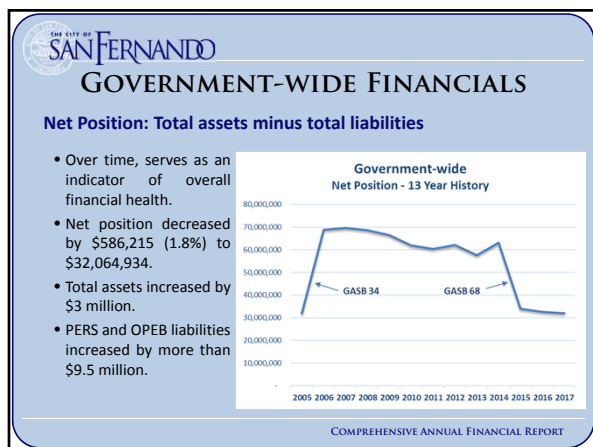
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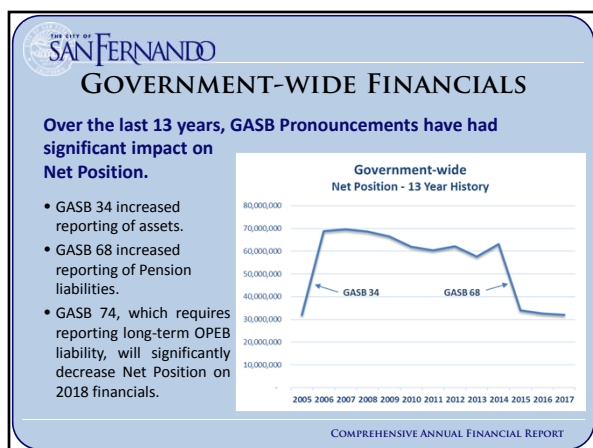
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 **NET PENSION LIABILITY**

The City's net pension liability as of June 30, 2017 was \$36 million, which is an increase of \$6.3 million from June 30, 2016 (Note 7).

- The increase is primarily related to CalPERS investment rate of return not meeting projections.
- Total Miscellaneous Liability: \$18.6 million.
- Total Safety Liability: \$17.4 million.
- CALPERS is phasing in decreases in the discount rate (i.e. expect rate of investment returns) from the current rate of 7.65% to 7.00% by 2020.
- Beginning in 2019, CALPERS will amortize actuarial gains and losses over 20 years rather than 30 years.
- Both of these actions will serve to improve the pension program's overall financial health, however, it will increase the City's long-term net pension liability.

COMPREHENSIVE ANNUAL FINANCIAL REPORT

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 **NET PENSION LIABILITY**

**Retirement Tax**

- Unlike most cities, San Fernando has a dedicated funding stream for Pension costs.
- The Tax can only be used to fund annual costs and pay down long-term CalPERS obligations.
- The City will be exploring options to establish a Section 115 Trust. Funds deposited in this type of Trust can only be used to pay the City's pension costs. This would allow the City to take advantage of increased investment options to increase the long term rate of return.

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 **OTHER POST EMPLOYMENT BENEFITS**

**OPEB (Retiree Health Care) liability continues to grow as the City continues to "pay-as-you go" (Note 8)**

Beginning Liability:	\$13,059,014
2017 Required Contribution:	\$3,204,000
2016 Contribution:	(\$869,068)
<b>Ending Liability:</b>	<b>\$15,393,946</b>

Through labor negotiations the City eliminated RHC for new employees, which will help limit the City's long term liability.

The City will be exploring options to establish a Section 115 OPEB Trust. Funds deposited in this type of Trust can only be used to pay the City's OPEB costs and will allow the City to take advantage of increased investment options and an increased discount rate to reduce long term liability.

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 **GASB STATEMENT NO. 74 & 75**

For Fiscal Year 2017-18 GASB Statement No. 74 & 75 will require new accounting and financial reporting for governments that provide and finance Other Pension Employee Benefits (OPEB) to their employees.

This new reporting will require the City to record the full OPEB liabilities directly onto the balance sheet. Currently, OPEB liabilities are only reported as footnotes to the CAFR.

In the year of implementation, this reporting requirement will have a significant impact on the City's net position.

COMPREHENSIVE ANNUAL FINANCIAL REPORT

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 **GOVERNMENTAL FUND FINANCIALS**

**The City maintains 25 individual governmental funds.**

**Balance for all Governmental Funds increased from \$13.1 million to \$15.8 million.**

- The net increase was due to a decrease in the General Fund deficit and increase the Retirement Tax Fund and Housing Fund balances.

Fund Balances	2016	2017
Non-spendable	\$329,717	\$66,703
Restricted	16,579,665	17,728,008
Unassigned	(3,833,489)	(2,022,176)
<b>TOTAL</b>	<b>\$13,075,893</b>	<b>\$15,772,535</b>

COMPREHENSIVE ANNUAL FINANCIAL REPORT

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 **GOVERNMENTAL FUND FINANCIALS**

**How did the Fund Balance increase while Net Position decreased?**

- Government-wide reporting provides information on current and long term obligations, including capital assets and long-term liabilities – Useful in assessing the City's overall financial health.
- Governmental Fund reporting provides information on near term inflow, outflows and balances of spendable resources – Useful in assessing the City's ability to meet short term requirements.

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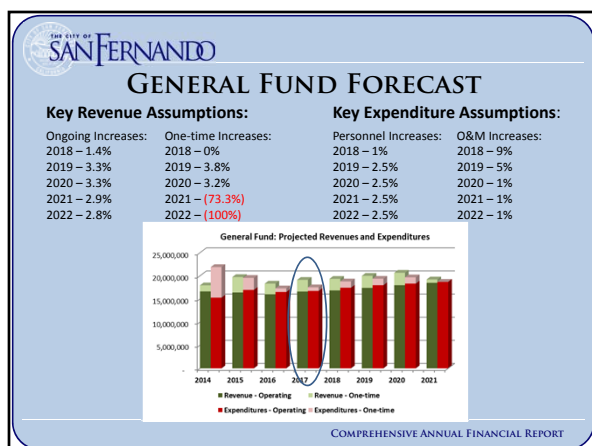
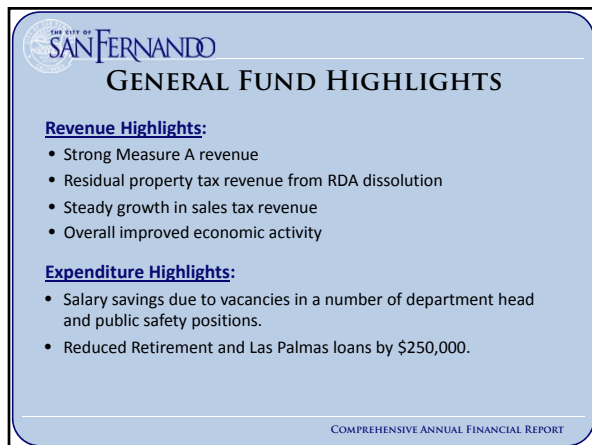
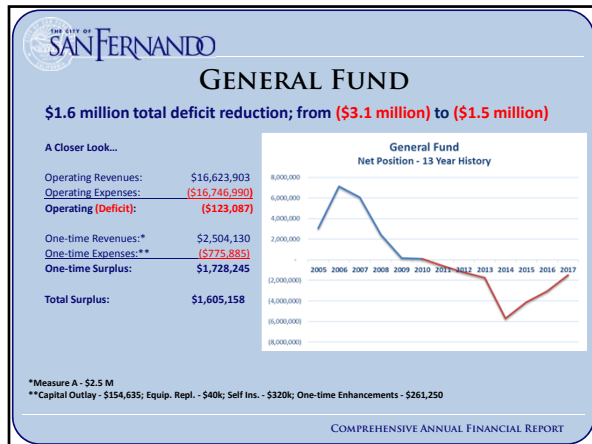
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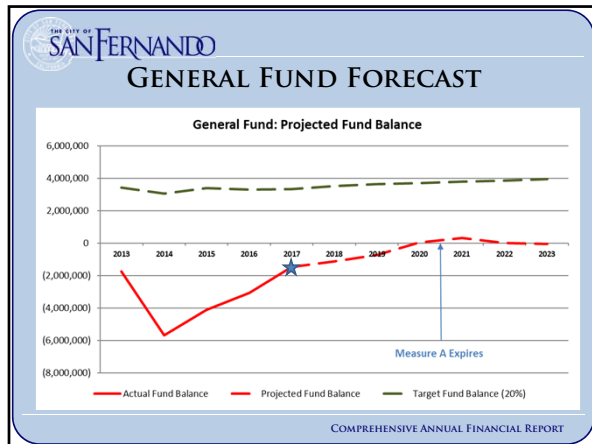
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**THE CITY OF SAN FERNANDO**

### DEFICIT REDUCTION PLAN

**Staff has worked with City Council to implement a multi-year plan to eliminate the General Fund deficit**

**Since passage of Measure A, the City has:**

- Renegotiated the Fire Services contract with LAFD (saved more than \$500,000/year).
- Transferred pool operations to LA County (saved more than \$500,000/year)
- Restructured future retiree health benefits to decrease the City's liability (significant long-term savings)

MEASURE A AND THE FUTURE OF SAN FERNANDO

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**THE CITY OF SAN FERNANDO**

### DEFICIT REDUCTION PLAN (CONT.)

- Sold surplus land to reduce the City's deficit (\$1 million in proceeds)
- Developed a five-year General Fund projection to improve long term decision making
- Adopted a Development Agreement Ordinance to increase economic development tools and diversify the tax base
- Updating user fees, development fees and cost allocation plan (more than \$500,000 per year in projected ongoing revenue)
- Continue to explore opportunities to partner with private sector firms to provide efficient, quality services

MEASURE A AND THE FUTURE OF SAN FERNANDO

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### DEFICIT REDUCTION PLAN (CONT.)

**FY 2017-2018 Budget includes funding for the following one-time deficit reduction and enhancement items:**

- Continue to repay internal debt (\$300,000)
- Continue to accumulate Self Insurance, Equipment Maintenance, and Facility Maintenance reserves (\$486,000)
- Further reduce General Fund deficit (\$685,900)
- Additional Street Maintenance Resources (\$70,000)
- Additional Public Safety Resources (\$80,000)

MEASURE A AND THE FUTURE OF SAN FERNANDO

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### CONCLUSION

**This year's audited financials once again present mixed signals:**

- The ongoing General Fund deficit decreased by \$1.6 million; but it continues to have a large deficit fund balance of **(\$1.5 million)**.
- A significant portion of the surplus in FY 2016-2017 was due to vacant department head and public safety positions, which is unsustainable.
- Despite Council action over the last few years to reduce long-term liabilities, the total City-wide "net worth" decreased by \$600,000. This is due to an increase in net pension liability as a result of CalPER's lower than projected investment returns.
- Deficit reduction will continue to be slow and steady as the City works to balance the need to reduce the deficit with the need to replace equipment and infrastructure, address deferred maintenance, and set-aside funds to offset future liabilities.

COMPREHENSIVE ANNUAL FINANCIAL REPORT

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### QUESTIONS?

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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Nick Kimball, Deputy City Manager/Director of Finance

**Date:** March 5, 2018

**Subject:** Presentation of Fiscal Year (FY) 2017-2018 Mid-Year Budget Review and FY 2018-2019 Budget Outlook

### RECOMMENDATION:

It is recommended that the City Council:

- a. Review and discuss the FY 2017-2018 Mid-Year Budget Review and FY 2018-2019 Budget Outlook; and
- b. Adopt Resolution No. 7839 (Attachment "A") amending the City's FY 2017-2018 Budget to include the proposed changes.

### BACKGROUND:

1. On June 19, 2017, the City Council adopted a Resolution approving the FY 2017-2018 City Budget.
2. Pursuant to the City's Adopted Budget Policy, the City Manager will present a mid-year fiscal review to City Council (typically between January and March). The purpose of the mid-year review is to update City Council on the financial condition of the City and recommend adjustments to the City's Budget that have been identified subsequent to budget adoption.
3. In February 2018, the City Manager and Deputy City Manager/Director of Finance reviewed revenues and expenditures through December 31, 2017 with each Department Head.

## Presentation of Fiscal Year (FY) 2017-2018 Mid-Year Budget Review and Fiscal Year 2018-2019 Budget Outlook

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### ANALYSIS:

#### FY 2017-2018 Mid-Year Review.

The FY 2017-2018 mid-year budget review is an essential element in maintaining financial stability. This review provides the City Council an opportunity to review the General Fund, make the needed course corrections to achieve a more accurate budget for the current fiscal year (resulting in greater budget transparency), and help shape the development of the FY 2017-2018 Budget.

#### General Fund.

The General Fund is the chief operating fund for the City. The City adopted a budget for FY 2017-2018 with \$19,354,177 in revenues and \$19,003,087 in expenditures, resulting in net budget surplus of \$351,089.

- *Revenues.* Total adopted General Fund revenues for FY 2017-2018 were \$19,354,177. Staff has reviewed receipts through mid-year and, overall, revenues are on track to meet original budget estimates. Due to the lag in sales tax receipts, the loss in revenue from the closing of Sam's Club, one of the City's top sales tax revenue generators, will not significantly impact revenue until FY 2018-2019.

Therefore, staff is not recommending any revenue adjustments.

- *Expenditures.* Total adopted General Fund expenditures for FY 2017-2018 were \$19,003,087. Adjusted expenditures through February 2018 were \$19,225,344, which includes \$37,000 of appropriations approved by City Council and prior year carry overs of \$185,257 total of \$222,257 as noted below:

City Council Approved During FY 2017-2018	Adjustment
Election Date Change Notices	\$7,000
Installation of a Police Security Fence	\$30,000
<i>Subtotal</i>	<i>\$37,000</i>

Carryovers from FY 2016-2017	Adjustment
Professional Services for Projects in Progress	\$41,910
Equipment/Supplies ordered in FY 2016-2017, to be received in FY 2017-2018	\$143,347
<i>Subtotal</i>	<i>\$185,257</i>
<b>Total Exp. Adjustments through 2/28/2018</b>	<b>\$222,257</b>

The primary mid-year adjustments proposed in the General Fund are related to programs that were not originally planned, including City Council meeting interpretation services, negotiation

## Presentation of Fiscal Year (FY) 2017-2018 Mid-Year Budget Review and Fiscal Year 2018-2019 Budget Outlook

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related expenses, and increased retiree healthcare premium costs, as well as a number of intra-department transfers. The net result of the proposed changes is an increase of \$98,600 from the adjusted budget to \$19,323,944.

The key changes are noted below:

<b>Expenditure Category</b>	<b>Adjustment</b>
Interpretation Services for City Council meetings	\$12,000
Additional funds for Labor Attorney Services	\$25,000
Funds to prepare information related to Measure A	\$7,500
Add'l funds for Retiree Healthcare premiums	\$25,000
Cannabis consulting services (HDL)	\$10,000
Additional supplies for Mall Maintenance	\$4,100
Additional funds to cover traffic signal knockdowns	\$15,000
<b>Total Expenditure Adjustment</b>	<b>\$98,600</b>

The mid-year adjustments result in a net budget surplus of \$30,233 in the General Fund.

<b>Fund</b>	<b>2017-2018 Adjusted Budget</b>	<b>Proposed Amendments</b>	<b>2017-2018 Total Adjusted</b>
Revenues	\$19,354,177	\$ -	\$19,354,177
Expenditures	\$19,225,344	\$98,600	\$19,323,944
<b>Surplus/(Deficit)</b>	<b>\$128,833</b>		<b>\$30,233</b>

### Other Funds.

In addition to adjustments in the General Fund, the following minor adjustments are being proposed in Other Funds:

1. Appropriate the UASI Grant in the amount of \$68,558 in the Capital Grants fund to purchase Automated License Plate Readers and Personal Protective Equipment.
2. Appropriate an additional \$20,000 in the Sewer Fund to cover additional supplies due to increased sewer maintenance activity.

### FY 2018-2019 Budget Outlook.

In order to meet the budget adoption deadline and give the City Council and the public sufficient time to review and consider the City Manager's proposed budget, staff begins making preparations for the budget process in January each year. Preparations include initial revenue projections, providing direction to Departments regarding budget guidelines and expectations (e.g., reductions in Operations and Maintenance budgets, Maintenance of Effort budgets, funded enhancement requests only, etc.), and planning the calendar to get input from the City Council.

**Presentation of Fiscal Year (FY) 2017-2018 Mid-Year Budget Review and Fiscal Year 2018-2019 Budget Outlook**Page 4 of 5

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To facilitate an efficient budget process, staff has developed a proposed calendar of events for the FY 2018-2019 budget process. The purpose of a budget calendar is to provide all parties involved with deadlines for submitting data and budget requests and provide the community opportunities to provide input.

A summary of some of the important dates, including the budget study session(s) and budget adoption, are as follows:

**Monday, March 19, 2018**

- City Council agenda item to discuss citywide strategic goals and City Council priorities for FY 2018-2019.

**Thursday, May 10, 2018**

- Distribute FY 2018-2019 Proposed Budget Book to City Council and post it to the City's website for public review.

**Monday, May 14, 2018**

- Budget Study Session

**Monday, May 21, 2018**

- Budget Study Session (if necessary)

**Monday, June 18, 2018**

- Budget Adoption

Due to the loss of a significant source of sales tax revenue, it is expected that there will be some financial challenges in FY 2018-2019. Consequently, FY 2018-2019 is expected to be another "maintenance of effort" budget with no Consumer Price Index (CPI) adjustment. Departments will have to continue to do more with less and may be asked to implement cost cutting measures where appropriate.

**BUDGET IMPACT:**

The proposed adjustments in all funds are relatively minor and reflect adjustments needed during the normal course of business in any fiscal year. Revenue and expenditure projections for fiscal year 2017-2018 were realistic; not too conservative yet not too aggressive. Consequently, the proposed mid-year adjustments have relatively minor net impact to the fiscal year 2017-2018 Budget.



**Presentation of Fiscal Year (FY) 2017-2018 Mid-Year Budget Review and Fiscal Year 2018-2019 Budget Outlook**Page 5 of 5

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**CONCLUSION:**

Adopting the proposed mid-year adjustments will provide staff with the budget authority to make the needed course corrections and achieve a more accurate budget for the current fiscal year and provide the basis for developing the FY 2018-2019 Budget.

**ATTACHMENTS:**

- A. Resolution No. 7839 (including Exhibit 1: Summary of FY 2017-2018 Proposed Mid-year Budget Adjustments)
- B. Preliminary FY 2018-2019 Budget Calendar

**ATTACHMENT “A”****RESOLUTION NO. 7839****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO AMENDING THE ADOPTED BUDGET FOR  
FISCAL YEAR 2017-2018**

**WHEREAS**, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2017-2018, commencing July 1, 2017, and ending June 30, 2018; and

**WHEREAS**, the purpose of the mid-year adjustment is to update the community on the financial condition of the City and recommend adjustments to the City’s Budget that have been identified subsequent to budget adoption; and

**WHEREAS**, the City Council has determined that it is necessary to adjust the expenditures and revenues of the current City budget; and

**WHEREAS**, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2017 and ending June 30, 2018, a copy of which is on file in the City Clerk’s Office, and has been adopted on June 19, 2017.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1.** The City Council hereby amends the adopted Budget to adjust the expenditures and revenues as provided in Exhibit “1”, attached hereto.

**PASSED, APPROVED, AND ADOPTED** this 5<sup>th</sup> day of March 2018.

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Sylvia Ballin, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA                    )**  
**COUNTY OF LOS ANGELES        ) ss**  
**CITY OF SAN FERNANDO        )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 5<sup>th</sup> day of March, 2018, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

## GENERAL FUND

## EXHIBIT 1

## FISCAL YEAR 2017-2018 MID-YEAR BUDGET ADJUSTMENTS

TOTAL GENERAL FUND REVENUES					19,354,177			
REVENUE					2018	Proposed	Proposed	
Fund	Acct	Project	Account Title		Total Budget	Adjustment	Total	Justification:
NO RECOMMENDED ADJUSTMENTS					-	-	-	
Subtotal Revenue Adjustments						-		
TOTAL ADJUSTED GENERAL FUND REVENUES					19,354,177			
TOTAL EXPENDITURES					19,225,344			
Fund	Div	Project	Acct	EXPENDITURE Account Title	2018 Total Budget	Proposed Adjustment	Proposed Total	Justification:
001	101	0000	4300	DEPARTMENT SUPPLIES	4,100	12,000	16,100	Appropriate funds for City Council meeting interpretation services.
001	112	0000	4270	PROFESSIONAL SERVICES	80,000	25,000	105,000	Additional funds for labor attorney due to ongoing labor negotiations.
SUBTOTAL ADMINISTRATION						37,000		
001	116	0000	4230	ADVERTISING	-	7,500	7,500	Appropriate funds to prepare Measure A ballot information.
SUBTOTAL CITY CLERK						7,500		
NO RECOMMENDED ADJUSTMENTS					-	-	-	No recommended adjustments.
SUBTOTAL COMMUNITY DEVELOPMENT						-		
001	180	0000	4127	RETIRED EMP. HEALTH INSURANCE	875,000	25,000	900,000	Additional funds for increased health insurance premiums through June
001	190	0000	4101	SALARIES-PERMANENT EMPLOYEES	50,000	(20,000)	30,000	Transfer to Police Department to cover accrual payout(s).
001	190	0000	4270	PROFESSIONAL SERVICES	28,900	10,000	38,900	Appropriate funds for cannabis consultation services from HDL.
001	190	0000	4270	PROFESSIONAL SERVICES	38,900	(20,000)	18,900	Transfer to Police Department to cover update of Emergency Ops Plan.
SUBTOTAL FINANCE						(5,000)		
001	222	0000	4101	SALARIES-PERMANENT EMPLOYEES	414,950	20,000	434,950	Transfer from Non-Departmental to cover accrual payout(s).
001	250	0000	4300	DEPARTMENT SUPPLIES	5,000	20,000	25,000	Transfer from Non-Departmental to cover update of Emergency Ops Plan.
SUBTOTAL POLICE DEPARTMENT						40,000		
001	341	0301	4300	DEPARTMENT SUPPLIES	6,600	4,100	10,700	Additional supplies for maintenance of the Mall area.
001	371	0301	4300	DEPARTMENT SUPPLIES	29,500	15,000	44,500	Additional funds necessary to replace traffic signal knockdowns.
SUBTOTAL PUBLIC WORKS						19,100		
NO RECOMMENDED ADJUSTMENTS					-	-	-	No recommended adjustments.
SUBTOTAL RECREATION & COMMUNITY SERVICE						-		
Subtotal Expenditure Adjustments						98,600		
TOTAL ADJUSTED GENERAL FUND EXPENDITURES					19,323,944			
TOTAL ADJUSTED GENERAL FUND SURPLUS(DEFICIT)					30,233			

**OTHER FUNDS****FISCAL YEAR 2017-2018 MID-YEAR BUDGET ADJUSTMENTS****CAPITAL GRANT FUND**

Beginning Fund Balance:					(177,627)			
TOTAL REVENUES					4,240,042			
Fund	Acct	Project	REVENUE Account Title		2018 Total Budget	Proposed Adjustment	Proposed Total	Justification:
010	3696	3684	UASI 15 GRANT		-	68,558	68,558	Appropriate UASI grant fund revenues.
					68,558			
TOTAL ADJUSTED REVENUES					4,308,600			
TOTAL EXPENDITURES					5,383,375			
Fund	Div	Project	Acct	EXPENDITURE Account Title	2018 Total Budget	Proposed Adjustment	Proposed Total	Justification:
010	220	3684	4500	CAPITAL PROJECTS	-	68,558	68,558	Appropriate UASI grant fund expenditures.
					68,558			
TOTAL ADJUSTED EXPENDITURES					5,451,933			
TOTAL ADJUSTED CAPITAL GRANT FUND SURPLUS(DEFICIT)					(1,320,960)			

**SEWER FUND**

Beginning Fund Balance:					4,446,753			
TOTAL REVENUES					3,350,000			
Fund	Acct	Project	REVENUE Account Title		2018 Total Budget	Proposed Adjustment	Proposed Total	Justification:
072			No Revenue Adjustments		-	-	-	
					-			
TOTAL ADJUSTED REVENUES					3,350,000			
TOTAL EXPENDITURES					6,730,813			
Fund	Div	Project	Acct	EXPENDITURE Account Title	2018 Total Budget	Proposed Adjustment	Proposed Total	Justification:
072	360	0000	4300	DEPARTMENT SUPPLIES	20,400	6,000	26,400	Add'l supplies for sewer maintenance.
072	360	0301	4300	DEPARTMENT SUPPLIES	3,700	14,000	17,700	Add'l supplies for sewer maintenance.
					20,000			
TOTAL ADJUSTED EXPENDITURES					6,750,813			
TOTAL ADJUSTED SEWER FUND SURPLUS(DEFICIT)					1,045,940			



## ATTACHMENT “B”

## BUDGET CALENDAR

Time Frame	Task	Department(s)
January – April 2018	Review and calculate revenue projections for General Fund, Special Revenue Funds, Enterprise Funds and Capital Projects Funds.	Finance
February 2018	Review/Update salary projections.	Personnel, Finance
March 5, 2018	City Council update and presentation: <ul style="list-style-type: none"> <li>• FY 2016-2017 Audited Financial Statements</li> <li>• FY 2017-2018 Mid-year Budget</li> <li>• FY 2018-2019 Budget Outlook</li> </ul>	Administration, Finance
March 2018	Prepare/update budget instructions and forms for departments to complete during budget development.	Finance
March 19, 2018	Agenda item to discuss citywide strategic goals and City Council priorities for Fiscal Year 2018-2019.	Administration, Finance
March 20, 2018	City Manager meets with Department Heads to discuss the budget schedule and provide direction regarding budget guidelines (e.g. Maintenance of effort, only funded enhancement requests, etc.). Budget forms distributed.	All Departments
March 20 - 30, 2018	Departments review and complete budget forms.	All Departments
April 2 - 6, 2018	Preliminary review of department budget forms, including review of enhancement and Capital requests.	Administration, Finance
April 9 - 12, 2018	City Manager/Finance Director meetings with Department Heads to discuss budget requests.	All Departments
April 20, 2018	Finalize City Manager’s recommendations.	Administration, Finance
April/May 2018	Prepare Proposed Budget document.	Administration, Finance
May 10, 2018	Provide Proposed Budget to City Council and post to the City’s website.	Administration, Finance
May 14, 2018 May 21, 2018	Budget Study Sessions.	All Departments
May/June 2018	Update Proposed Budget based on direction provided at Budget Study Sessions.	Administration, Finance
May 31, 2018	Publish Notice of Public Hearing for budget adoptions.	City Clerk
June 18, 2018	Budget hearing and adoption, including adopting of Gann Limit.	Administration, Finance
July 2, 2018	Post adopted budget to the City’s Finance system.	Finance
July/August 2018	Produce Adopted Budget book, distribute to City Council, post to the City’s website, and submit for GFOA Award.	Finance





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## AGENDA REPORT

**To:** Vice Mayor Antonio Lopez and Councilmembers

**From:** Mayor Sylvia Ballin

**Date:** March 5, 2018

**Subject:** Consideration to Appoint City Council Liaison to the Greater Los Angeles County Vector Control District

### RECOMMENDATION:

It is recommended that the City Council appoint Raymin Herrera as City Council liaison to the Greater Los Angeles County Vector Control District (GLACVCD) for a four-year term (i.e., March 17, 2018 to March 17, 2022).

### BACKGROUND:

1. On December 17, 2012, the City Council appointed Nina Herrera as City Council liaison to the GLACVCD for a period of two years (i.e., January 1, 2013 to January 1, 2015).
2. On November 17, 2014, the City Council re-appointed Ms. Herrera as City Council liaison to the GLACVCD for a period of two years (i.e., January 1, 2015 to January 1, 2017).
3. On December 5, 2016, the City Council re-appointed Ms. Herrera as City Council liaison to the GLACVCD for a period of four years (i.e., January 1, 2017 to January 1, 2021) (Attachment "A").
4. On February 25, 2018, Ms. Herrera reported that, due to her work schedule, she could no longer attend the meetings and submitted her resignation effective March 17, 2018.

### ANALYSIS:

Pursuant to Section 2024 of the State Health and Safety Code (SHSC), representatives must be appointed to serve a full two- or four-year term and should not be appointed on a yearly basis.

SHSC 2022 (i.e., a-b) requires that each person appointed shall be a voter and resident with the respective county or city of the appointing body.

**Consideration to Appoint City Council Liaison to the Greater Los Angeles County Vector Control District**Page 2 of 2

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Representatives are expected to attend GLACVCD board meetings held in Santa Fe Springs (12545 Florence Avenue) on the second Thursday of every month, at 7:00 p.m., and the appointee will receive a stipend of \$100 per meeting (includes travel cost).

**BUDGET IMPACT:**

There is no budget impact associated with the appointment of a City Council Liaison to the GLACVCD.

**CONCLUSION:**

For more than five years, Ms. Herrera has done an outstanding job representing the City at the GLACVCD Board meetings but unfortunately can no longer do so. A representative is required by GLACVCD and an immediate appointment will allow for a seamless transition.

**ATTACHMENT:**

A. December 5, 2016 Conformed Agenda Report re. Appointment to GLACVCD

**APPROVED / OTHER ACTION****By City Council**

AGENDA REPORT

**To:** City Councilmembers**From:** Mayor Robert C. Gonzales**Date:** December 5, 2016**Subject:** Consideration to Reappoint City Council Liaison to the Greater Los Angeles County Vector Control District  
City Clerk**RECOMMENDATION:**

It is recommended that the City Council reappoint Nina Herrera as City Council liaison to the Greater Los Angeles County Vector Control District (GLACVCD) for a four-year term (i.e., January 1, 2017 to January 1, 2021).

**BACKGROUND:**

1. On December 17, 2012, the City Council appointed Nina Herrera as City Council liaison to the GLACVCD for a period of two years (i.e., January 1, 2013 to January 1, 2015).
2. On November 17, 2014, the City Council re-appointed Nina Herrera as City Council liaison to the GLACVCD for a period of two years (i.e., January 1, 2015 to January 1, 2017).
3. On October 3, 2016, staff received correspondence (Attachment "A") from the GLACVCD informing the City that Ms. Herrera's term will be expiring and the City Council must either reappoint Ms. Herrera or appoint a new representative to a two- or four-year term prior to January 2, 2017.

**ANALYSIS:**

Pursuant to Section 2024 of the State Health and Safety Code (SHSC), representatives must be appointed to serve a full two- or four-year term (commencing at noon on the first Monday in January) and should not be appointed on a yearly basis.

SHSC 2022 (i.e., a-b) requires that each person appointed shall be a voter and resident with the respective county or city of the appointing body.

**Consideration to Reappoint City Council Liaison to the Greater Los Angeles County Vector Control District**Page 2 of 2

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Representatives are expected to attend GLACVCD board meetings held in Santa Fe Springs (12545 Florence Avenue) on the second Thursday of every month, at 7:00 p.m. and the appointee will receive a stipend of \$100 per meeting (includes travel cost).

**BUDGET IMPACT:**

There is not a financial impact associated with this item.

**CONCLUSION:**

Ms. Herrera has done an outstanding job representing the City of San Fernando at the GLACVCD Board meetings.

**ATTACHMENT:**

A. GLACVCD correspondence requesting appointment/reappointment prior to January 2, 2017

# GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670

Office (562) 944-9656 Fax (562) 944-7976

Email: [info@glacvcd.org](mailto:info@glacvcd.org) Website: [www.glacvcd.org](http://www.glacvcd.org)

## PRESIDENT MANAGER

*Maria Davila, South Gate*

## VICE PRESIDENT

*Steve Croft, Lakewood*

## SECRETARY-TREASURER

*Mark W. Bollman, Cerritos*

## GENERAL

*Truc Dever*

October 3, 2016

Mr. Brian Saeki

City Manager

117 MacNeil Street

San Fernando, CA 91340

Re: Appointment/Re-appointment of representative of the Greater Los Angeles County Vector Control District Board of Trustees

Dear Mr. Saeki:

This correspondence is to inform you that the term of the office of Trustee Nina Herrera as a member of the Board of Trustees of the Greater Los Angeles County Vector Control District will expire on January 2, 2017. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Trustee Nina Herrera or appointing a new trustee for a **2 or 4 year term** of the office, commencing at noon on the first Monday of January (i.e. January 2, 2017) **Please note, per the State Health and Safety Code that representatives must be appointed to serve a full 2 or a 4 year term commencing on January 2, 2017 and should not be appointed on a yearly basis. Furthermore, the District does not accept or recognize the appointment of alternate representatives.**

Please review all subsections of the SHSC 2022 (i.e. a-e). Subsections a and b require that **each person appointed by a board of supervisors or by a city council shall be a voter and resident within the respective county or city of the appointing body.** Section 2022 (c) incorporates language that clarifies the issue over the doctrine of Incompatibility of office, exempting and enabling an appointee who holds elected offices to also simultaneously serve on the District's Board of Trustees. Trustees represent the mission and interests of the District at large rather than the individual interests of the appointing body. **Once appointed, the representative cannot be removed at-will by the appointing city or county. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.**

Representatives are expected to attend the District's general board meetings held monthly on the 2<sup>nd</sup> Thursday of the month. Pursuant to California Government Code Section 1770(g), the Trustee's seat will be considered abandoned if the person holding the office ceases to discharge the duties of that office for a period of three consecutive months, except when prevented by sickness or specified excuses.

## ARTESIA

*Sally Flowers*

## BELL

*Ali Saleh*

## BELL GARDENS

*Pedro Aceituno*

## BELLFLOWER

*Sonny R. Santa Ines*

## BURBANK

*Dr. Jeff D. Wassem*

## CARSON

*Elito M. Santarina*

## COMMERCE

*Tina Baca Del Rio*

## CUDAHY

*Baru Sanchez*

## DIAMOND BAR

*Steve Tye*

## DOWNEY

*VACANT*

## GARDENA

*Dan Medina*

## GLENDALE

*Jerry Walton*

## HAWAIIAN GARDENS

*Barry Bruce*

## HUNTINGTON PARK

*Elba Guerrero*

## LA CAÑADA FLINTRIDGE

*David A. Spence*

## LA HABRA HEIGHTS

*Jim Remington*

## LA MIRADA

*Pauline Deal*

## LONG BEACH

*Robert Campbell*

## LOS ANGELES CITY

*Steven Appleton*

## LOS ANGELES COUNTY

*Martin H. Kreisler*

## LYNWOOD

*Salvador Alatorre*

## MAYWOOD

*Eddie De La Riva*

## MONTEBELLO

*VACANT*

## NORWALK

*Cheri Kelley*

## PARAMOUNT

*Dr. Tom Hansen*

## PICO RIVERA

*Bob J. Archuleta*

## SAN FERNANDO

*Nina Herrera*

## SAN MARINO

*Scott T. Kwong*

## SANTA CLARITA

*Tina Szumanski*

## SANTA FE SPRINGS

*Luis Gonzalez*

## SIGNAL HILL

*Dr. Hazel Wallace*

## SOUTH EL MONTE

*Hector Delgado*

## WHITTIER

*Owen Newcomer*

Please make your appointment/reappointment prior to January 2, 2017 as stipulated in the SHSC.

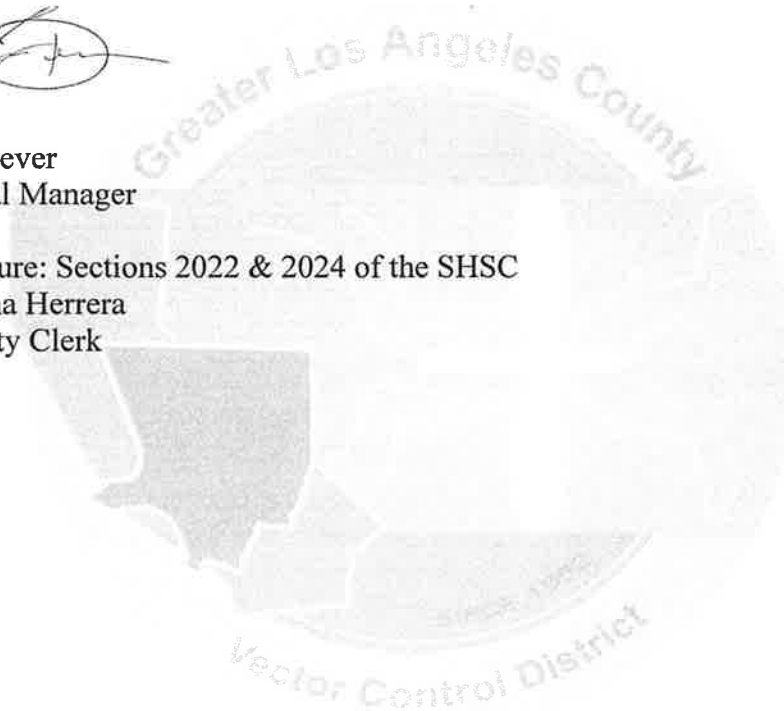
Should you have any questions regarding this appointment, please contact Kelly Middleton, Director of Community Affairs at 562-944-9656 ext. 510

Sincerely,



Truc Dever  
General Manager

Enclosure: Sections 2022 & 2024 of the SHSC  
cc: Nina Herrera  
City Clerk





**California Health and Safety Code****2022.**

(a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.

(b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.

(c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.

(d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.

(e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.

**2024.**

(a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.

(b) Any vacancy in the office of a member appointed to a board of trustees shall be filled pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.

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## AGENDA REPORT

**To:** Vice Mayor Antonio Lopez and Councilmembers

**From:** Mayor Sylvia Ballin

**Date:** March 5, 2018

**Subject:** Consideration to Adopt an Ordinance Amending the City Code to Place Time Limits on the Length of City Council Meetings

### RECOMMENDATION:

I have placed this on the agenda for City Council consideration and recommend that the City Council introduce for first reading, in title only, and waive further reading of Ordinance No. 1674 (Attachment "A") titled, "An Ordinance of the City Council of the City of San Fernando, California Amending Section 2-61 (Regular Meetings) of Division 2 (Meetings) of Article II (City Council) of Chapter 2 (Administration) of the San Fernando Municipal Code to Place Limits on the Length of City Council Meetings."

### BACKGROUND/ANALYSIS:

The purpose of this Ordinance is to promote the efficient conduct of City Council meetings. Sound decision-making is increasingly difficult when City Council meetings are allowed to run into the late evening and early morning hours on a routine basis. If adopted, it is understood that there may be times (under special or time sensitive circumstances) that a meeting may continue past 9:30 pm if necessary.

### BUDGET IMPACT:

There will be no impact to the budget by introducing this ordinance.

**ATTACHMENT "A"****ORDINANCE NO. 1674****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING SECTION 2-61 (REGULAR MEETINGS) OF DIVISION 2 (MEETINGS) OF ARTICLE II (CITY COUNCIL) OF CHAPTER 2 (ADMINISTRATION) OF THE SAN FERNANDO MUNICIPAL CODE TO PLACE TIME LIMITS ON THE LENGTH OF CITY COUNCIL MEETINGS**

WHEREAS, the San Fernando City Council ("City Council") wishes to promote the efficient conduct of City Council meetings; and

WHEREAS, the City Council recognizes that sound decision making is increasingly difficult when City Council meetings are allowed to run into the late evening on a routine basis; and

WHEREAS, the City Council further recognizes that under special or specially time sensitive circumstances allowing a meeting to continue past 9:30 pm may be necessary.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. Section 2-61 (Regular Meetings) of Division 2 (Meetings) of Article II (City Council) of Chapter 2 (Administration) of the San Fernando Municipal Code is hereby amended in its entirety to now state the following:

***Sec. 2-61. - Regular meetings.***

- A. *The regular meetings of the council shall be held on the first and third Mondays of each month at 6:00 p.m. Whenever the date for such meeting falls upon a legal holiday, the meeting shall be held on the next business day, unless otherwise ordered by the council.*
- B. *All meetings of the City Council must be adjourned no later than 9:30 p.m., unless an extension of the time for adjournment is approved by a majority vote of the City Council members present. To ensure the observance of this subsection, the City Clerk shall publicly advise the presiding officer at approximately 9:00 p.m., or as soon thereafter as is reasonably practicable, of the pending adjournment requirement and applicable exceptions delineated herein. Unless the City Council votes to continue the meeting beyond 9:30 p.m., all agendaized matters that could not be addressed or completed by 9:30 p.m. shall be continued to the next regular meeting date or to such special meeting, adjourned regular meeting or adjourned special meeting as the City Council may call for.*

**SECTION 2.** Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

**SECTION 3.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

**SECTION 4.** Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

**SECTION 5.** CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at its regular meeting on this \_\_\_\_ day of \_\_\_\_\_, 2018.

---

Sylvia Ballin, Mayor

**ATTEST:**

---

Elena G. Chávez, City Clerk

**APPROVED AS TO FORM:**

---

Richard Padilla, Assistant City Attorney



**STATE OF CALIFORNIA            )**  
**COUNTY OF LOS ANGELES    ) ss**  
**CITY OF SAN FERNANDO       )**

I, ELENA G. CHAVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance No.1671 was introduced at the regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_ 2018, and carried by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk



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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Elena G. Chávez, City Clerk

**Date:** March 5, 2018

**Subject:** Discussion Regarding City Council Reorganization

### RECOMMENDATION:

Per City Council direction, this item has been placed on the agenda for discussion.

### BACKGROUND:

Annually, the City Council has reorganized in the month of March.

In March of odd-numbered election years, the City Council has reorganized pursuant to Government Code Section 36801 *"The City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Elections Code Sections 10262 and 10263 and, following the declaration of the election results and the installation of elected officials, choose one of its members as Mayor and one of its members as Mayor Pro Tempore."*

In March of even-numbered years, the City Council has reorganized per Section 11.1 of the City Council Procedural Manual which states *"In those years in which a general municipal election is not held, the City Council shall choose a Mayor of the City Council and Vice Mayor at a regular meeting in March."*

The City will have a general municipal election on November 6, 2018. Ordinance No. 1668 (adopted on August 21, 2017) changed our election date to November of even-numbered years beginning November 6, 2018. The declaration of the election results will most likely occur at the first City Council meeting in December (the Registrar-Recorder/County Clerk must first certify the results and present the Certificate of Canvass to each jurisdiction, including the City of San Fernando).

### BUDGET IMPACT:

There is no financial impact associated with City Council reorganization.

**Discussion Regarding City Council Reorganization**Page 2 of 2

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**CONCLUSION:**

The City Council may either: 1) per State law, reorganize at the meeting at which election results are declared and the newly-elected officials are installed (i.e., a meeting in December); or 2) proceed with reorganization.

If the City Council chooses to proceed with reorganization, Section 11.1 of the City Council Procedural Manual (Attachment "A") should be followed.

**ATTACHMENT:**

A. Procedure for City Council Reorganization

**ATTACHMENT “A”****CITY COUNCIL REORGANIZATION**

*San Fernando City Council Procedural Manual, Section 11. Reorganization*

**11.1 SELECTION OF MAYOR AND VICE MAYOR**

Pursuant to Government Code Section 36801 “The City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Elections Code Sections 10262 and 10263 and, following the declaration of the election results and the installation of elected officials, choose one of its members as Mayor and one of its members as Mayor Pro Tempore.” The terms of office of the Mayor of the City Council and Vice Mayor shall be for one year, or until their successors have been chosen. In those years in which a general municipal election is not held, the City Council shall choose a Mayor of the City Council and Vice Mayor at a regular meeting in March. Nothing herein shall be deemed or construed to prohibit any person from serving any number of consecutive one-year terms in any office in this City.

The following procedure shall be used:

Election of Mayor:

- a. City Clerk opens the nominations for the position of Mayor
- b. Nomination(s) is/are made for Mayor, and seconded
- c. Hearing no objections, motion to close nominations
- d. City Clerk conducts a roll call vote in the order in which nominations are received until a Mayor is elected by majority vote
- e. City Clerk announces the results

Election of Vice Mayor: (City Clerk to follow steps a-e above)