



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
APRIL 20, 2020 – 6:00 PM

TELECONFERENCE – PER GOVERNOR’S EXECUTIVE ORDER

SPECIAL NOTICE

STATE OF EMERGENCY: On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the local legislative body. Pursuant to the Executive Order, please be advised that the San Fernando City Council will participate in meetings telephonically.

PUBLIC PARTICIPATION: Pursuant to the Executive Order and given the current health concerns, members of the public can access meetings live on-line, with audio and video, via Facebook Live, at <https://www.facebook.com/thecityofsanfernando>. Members of the public may submit comments by email to cityclerk@sfcity.org. Comments submitted via Facebook Live will not be read into the record. To ensure distribution to the City Council prior to consideration of the agenda, please submit your comments no later than 4:00 p.m. the day of the meeting. Those comments will be distributed to the City Council will be limited to three minutes, and made part of the official public record of the meeting.

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo
Vice Mayor Hector A. Pacheco
Councilmember Sylvia Ballin
Councilmember Robert C. Gonzales
Councilmember Mary Mendoza

PLEDGE OF ALLEGIANCE

Led by Mayor Joel Fajardo

APPROVAL OF AGENDA

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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 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

Members of the public can submit comments electronically for City Council consideration by sending them to cityclerk@sfcity.org. Comments submitted via Facebook Live will not be read into the record. To ensure distribution to the City Council prior to consideration of the agenda, please submit comments prior to 4:00 p.m. the day of the meeting. Those comments will be distributed to the City Council and will be limited to three minutes and made part of the official public record of the meeting.

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 MINUTES OF:

a. OCTOBER 15, 2012 – REGULAR	k. APRIL 6, 2015 – REGULAR
b. MARCH 3, 2014 – REGULAR	l. APRIL 20, 2015 – REGULAR
c. MARCH 11, 2014 – SPECIAL	m. JUNE 2, 2015 – SPECIAL
d. MARCH 17, 2014 – REGULAR	n. AUGUST 17, 2015 – REGULAR
e. SEPTEMBER 2, 2014 – REGULAR	o. OCTOBER 19, 2015 – REGULAR
f. OCTOBER 6, 2014 – REGULAR	p. FEBRUARY 1, 2016 – REGULAR
g. NOVEMBER 3, 2014 – SPECIAL	q. APRIL 4, 2016 – REGULAR
h. NOVEMBER 3, 2014 – REGULAR	r. MAY 2, 2016 – REGULAR
i. NOVEMBER 17, 2014 – REGULAR	s. OCTOBER 7, 2019 – REGULAR
j. DECEMBER 1, 2014 – REGULAR	t. MARCH 16, 2020 – REGULAR

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

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Recommend that the City Council adopt Resolution No. 20-042 approving the Warrant Register.

3) CONSIDERATION TO ADOPT A RESOLUTION COMMEMORATING THE VICTIMS OF THE ARMENIAN GENOCIDE

Recommend that the City Council adopt Resolution No. 7997 commemorating the victims of the Armenian Genocide.

4) CONSIDERATION TO ADOPT A RESOLUTION DECLARING APRIL AS SEXUAL ASSAULT AWARENESS MONTH AND APRIL 29, 2020 AS DENIM DAY

Recommend that the City Council adopt Resolution No. 7998 declaring April as Sexual Assault Awareness Month and April 29, 2020 as Denim Day.

5) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH EMERGENCY PLANNING CONSULTANTS FOR UPDATE OF THE CITY'S LOCAL HAZARD MITIGATION PLAN

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 1949) with Emergency Planning Consultants in an amount not to exceed \$35,000 for outreach and planning services to update the City's Local Hazard Mitigation Plan; and
- b. Authorize the City Manager to execute the Agreement.

6) CONSIDERATION TO APPROVE A USE AND MAINTENANCE AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR USE OF STORM DRAINS ASSOCIATED WITH THE SAN FERNANDO REGIONAL INFILTRATION PROJECT

Recommend that the City Council:

- a. Approve a Use and Maintenance Agreement (UMA) (Contract No. 1950) with the Los Angeles County Flood Control District (LACFCD) allowing the City to connect to existing LACFCD storm drains as part of the San Fernando Regional Infiltration Project and requiring the City to perform specified maintenance on the storm drain connection; and
- b. Authorize the City Manager to execute the UMA, and make any non-substantive changes.

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ADMINISTRATIVE REPORTS**7) DISCUSSION OF CITY'S ACTIONS REGARDING CORONAVIRUS INCLUDING FINANCIAL ASSISTANCE PROGRAMS AND FUNDING OPPORTUNITIES**

This item was placed on the agenda by Mayor Joel Fajardo.

8) DISCUSSION OF CITY COUNCIL PRIORITIES AND THE PROPOSED FISCAL YEAR 2020-2021 BUDGET PROCESS

Recommend that the City Council:

- a. Review and discuss the fiscal year 2019-2020 City Council priorities;
- b. Discuss the proposed revisions to the fiscal year 2020-2021 Budget Process; and
- c. Provide direction as appropriate.

9) CONSIDERATION TO APPROVE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2019

Recommend that the City Council:

- a. Approve the General Plan Housing Element Annual Progress Report for the Calendar Year 2019; and
- b. Authorize staff to submit the 2019 Housing Element Annual Progress Report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research.

10) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO VINCOR CONSTRUCTION INC., FOR THE LAS PALMAS PARK BANQUET ROOM AND LOBBY RENOVATION PROJECT

Recommend that the City Council:

- a. Approve Cooperative Purchasing using the competitive bidding procedure prepared by and run through Source-Well (formerly the National Joint Powers Alliance) in accordance with Section 2-802 of the San Fernando City Code;

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- b. Award a Professional Services Agreement (Contract No. 1944) to Vincor Construction Inc., for the Las Palmas Park Banquet Room and Lobby Renovation Project in an amount not-to-exceed \$110,653;
- c. Authorize the City Manager to approve change orders in an amount not-to-exceed \$12,120 to cover unforeseen issues related to the renovation project or include additional items in the scope of work;
- d. Adopt Resolution No. 7987 to increase the revenue and expenditures of Fiscal Year 2019-2020 Grant Fund 010 Capital Projects to \$122,773; and
- e. Authorize the City Manager to execute the Agreement and all related documents.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**GENERAL COUNCIL COMMENTS AND LIAISON UPDATES****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.

Cynthia Alba

Deputy City Clerk/Management Analyst

Signed and Posted: April 16, 2020 (6:30 p.m.)

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). 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. 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**

**OCTOBER 15, 2012 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Brenda Esqueda called the meeting to order at 6:15 p.m.

Present:

Council: Mayor Brenda Esqueda, Mayor Pro Tem Antonio Lopez, and Councilmembers Maribel De La Torre, and Sylvia Ballin

Staff: City Administrator Al Hernández, City Attorney Maribel S. Medina, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Esqueda

PRESENTATION

The following presentations were made:

- A) RECOGNITION OF SCHOOL PRINCIPALS – CESAR E. CHÁVEZ LEARNING ACADEMIES
- B) OCTOBER – LIGHTS ON! AFTERSCHOOL DAY

APPROVAL OF AGENDA

City Administrator Hernández requested to move up Item No. 8 on the agenda before Public Statements.

Motion by Councilmember De La Torre, seconded by Mayor Pro Tem Lopez, to approve the agenda including moving up Item No. 8. By consensus, the motion carried.

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CITY COUNCIL ITEMS

By consensus, Item No. 8 was moved up on the agenda.

8) PRESENTATION BY RESIDENT REGARDING CONVERTING MISSION COLLEGE TO A FOUR-YEAR UNIVERSITY

Mayor Esqueda invited public comments on this item.

Resident Sam Cordova made a presentation to City Council regarding converting Mission College into a four-year university; distributed information, and requested the City's endorsement.

Discussion followed regarding a previous master plan which included converting Mission College into a four-year university and the need to meet a growing demand.

Councilmember Ballin spoke about needing more information regarding the benefits and impacts and Mayor Pro Tem Lopez agreed he will review the facts.

No action taken.

PUBLIC STATEMENTS – WRITTEN/ORAL

Adrians Serrano, Event Chair, 2015 Relay for Life, thanked the City for its sponsorship and presented a plaque to the City for its support.

Joe Ruelas referenced Item No. 7, discussed how this matter could have been avoided, offered recommendations for a reduction in wages and benefits and the need for forward-thinking, and urged Council to consider the matter, seriously.

Sam Beltran congratulated Councilmember De La Torre, referenced a newspaper article regarding Aszkenazy spending \$9.5 million on two properties and wanting a loan from the City and discussed a letter from Patty Lopez degrading a Councilmember.

Robert Ortega spoke about Councilmember De La Torre letting her son drive her car without a driver's license, and spoke about the City Attorney taking care of her personal bills.

Councilmember De La Torre clarified the previous comments and urged the speaker to stop lying about her.

City Attorney Maribel S. Medina urged the public to limit their comments to subjects under the jurisdiction of City Council and Council not to engage in dialogues with public speakers.

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Margie Carranza spoke positively about this Council, discussed the lack of credibility of comments against Councilmembers, noted the reason for the recall was because of a love affair and felt that it does not prevent the parties from doing their jobs.

Victoria Mojica referenced comments by Mr. Beltran and Mr. Ortega, who are allowed to speak even though their comments are not under Council's jurisdiction and declared opposition to Item No. 7, noting concern with people losing their jobs.

Tom Ross, Treasurer, San Fernando Downtown Association, announced their upcoming quarterly meeting and invited Council and City representatives to attend.

Councilmember De La Torre requested that Mr. Ross provide downtown merchants a copy of the Association's By-laws.

City Attorney Medina reiterated direction to Council not to engage in a dialogue with public speakers.

Julian Ruelas spoke about the importance of leadership and the need for the City to protect its image, referenced an article in the L.A. Weekly, alleged that one Councilmember went against the City Attorney's advice and stops people from making slanderous remarks, only when convenient, and spoke about a conversation he had with the director of properties for J.C. Penney and the need to work with the City.

Patty Lopez spoke about residents celebrating November 6th, claimed Margie Carranza defamed her during previous public comments, referenced a newspaper article as evidence, declared she has dignity and principles and wondered why Council is only now, discussing education if they are so much about it.

Renato Lira discussed a closed session agenda about City staff layoffs, said it should be continued until after November, noted the holidays are around the corner and urged Council to consider impacts to staff, addressed a recent accident, and suggested cutting the City Manager's salary.

Carolina Perez spoke about not missing Mayor Esqueda and Councilmember De La Torre, noting they have caused residents a lot of pain, and voiced support for converting Mission College into a four-year university but felt low-income students should be given priority.

Irwin Rosenberg, San Fernando Police Officers Association, urged Council to continue the matter regarding layoffs until after November, the new Council takes its seat and has an opportunity to make unbiased decisions. He added the department's resources are already taxed, they are running lean, reported on a recent murder in the City. and spoke about the spread of lies.

SAN FERNANDO CITY COUNCIL**MINUTES – October 15, 2012****Page 4****CONSENT CALENDAR**

Mayor Pro Tem Lopez pulled Item No. 1, and Councilmember Ballin pulled Item No. 3, for further discussion.

Motion by Councilmember De La Torre, seconded by Mayor Pro Tem Lopez, to approve the remaining Consent Calendar Item No. 2:

- 1) ADOPTION OF ORDINANCE NO. 1624 – ORDINANCE AMENDING ARTICLE II (CABLE COMMUNICATIONS FRANCHISING) OF CHAPTER 86 (TELECOMMUNICATIONS) OF THE SAN FERNANDO CITY CODE IN ACCORDANCE WITH THE DIGITAL INFRASTRUCTURE AND VIDEO COMPETITION ACT OF 2006

By consensus, the motion carried.

Items Removed for Further Discussion:

- 2) APPROVAL OF WARRANT REGISTER NO. 12-102

City Administrator Hernández responded to various questions from Councilmembers regarding 13 of 91 payments to City of Los Angeles for services rendered and discussed cell phone reimbursements, car allowances for Councilmembers, lie-detector exam costs and tap cards.

City Attorney Medina advised Council to develop a policy that is transparent and clear, in the near future, addressed the current policy noting it is loosely written, and should be rewritten.

Motion by Councilmember De La Torre, seconded by Mayor Pro Tem Lopez, to approve the Warrant Register No. 12-102. By consensus, the motion carried.

City Attorney Medina stated she will bring back a policy for Council's consideration, including best practices.

- 3) APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH MARTIN & CHAPMAN CO. FOR SERVICES RELATING TO THE GENERAL MUNICIPAL ELECTION ON MARCH 5, 2013

In response to Councilmember Ballin's question, City Attorney Medina explained that once the County certifies election results on December 4th, Council is required to swear in the new Councilmembers at the next regular meeting which is scheduled for December 17th.

Motion by Councilmember Ballin, seconded by Mayor Pro Tem Lopez, to approve a professional services agreement with Martin & Chapman Co. for an amount not to exceed \$35,000 for election services and supplies relating to the General Municipal Election on March 5, 2013. By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – October 15, 2012****Page 5****NEW BUSINESS****4) AWARD OF CONTRACT FOR THE ELDERLY NUTRITION PROGRAM**

Recreation and Community Services Operations Manager Ismael Aguila presented the staff report and responded to questions from Councilmembers.

Motion by Mayor Pro Tem Lopez, seconded by Councilmember Ballin, to award and approve a professional services agreement with Morrison Management Specialists for an amount not to exceed \$84,877 to provide meals for the Elderly Nutrition Program operating from Las Palmas Park. By consensus, the motion carried.

5) CO-SPONSORSHIP OF HELP-PORTRAIT SAN FERNANDO 2012

Recreation and Community Services Operations Manager Aguila presented the staff report and Alas Media representatives made a presentation.

By consensus, Councilmembers:

- a. Approved a City co-sponsorship of Help-Portrait San Fernando 2012 with Alas Media; and
- b. Approved the use of the City seal on Alas Media print material.

6) SLURRY SEAL PROJECT - UPDATE

Public Works Director Ron Ruiz presented the staff report and responded to questions from Councilmembers.

Regarding additional public comments, City Attorney Medina noted that Council can reopen public comments.

Roberta Jensen discussed speeding near Fifth Street and Glenoaks Blvd., increased traffic, and the poor conditions of the streets.

CONTINUED BUSINESS**7) FISCAL YEAR 2012-13 CITY BUDGET AND STAFF REDUCTIONS**

City Administrator Hernández reported that he would request to defer this item until after Closed Session.

SAN FERNANDO CITY COUNCIL**MINUTES – October 15, 2012****Page 6****RECESS TO CLOSED SESSION (8:53 P.M.)**

By consensus, Councilmembers recessed to the following Closed Session:

A) CONFERENCE WITH LABOR NEGOTIATOR G.C. 54957.6

City Negotiator: City Administrator Al Hernandez
Employee Organizations: 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 (SEIU, Local 721)
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)

**B) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
G.C. 54956.9(b) (3 cases)****RECONVENE (10:35 P.M.)**

City Attorney Medina reported that City Council, by a vote of 4 - 0, authorized the City Administrator to submit a Form 8821 to the IRS to get clarification on an inquiry the City received. There was no other reportable action taken.

STANDING COMMITTEE UPDATES**No. 1 Budget, Personnel and Finance (BPF)**

Councilmember De La Torre – no updates.

No. 2 Housing, Community & Economic Development and Parking (HCEP)

Councilmember De La Torre discussed scheduling a joint HCEP and BFP Committee meeting to discuss parking in-lieu fees as they relate to the Maclay corridor, and requested agendaizing the alleyway that extends from behind City Hall to Maclay.

Mayor Esqueda asked about rents at nearby senior housing units and reported the City Attorney will work with staff regarding an encroachment fee that was paid.

No. 3 Natural Resources, Infrastructure, Water, Energy and Waste Management (NRIW)

Councilmember Ballin – no updates.

No. 4 Public Safety, Veteran Affairs, Technology and Transportation (PVTT)

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Mayor Pro Tem Lopez – the next meeting will be on October 18th.

No. 5 Education, Parks, Arts, Health and Aging (EPAH)

Mayor Esqueda – Discussed the Alas Media presentation and addressed upcoming events.

GENERAL COUNCIL COMMENTS

Councilmember De La Torre asked Tom Ross to provide downtown merchants a copy of the Mall Association's By-laws, requested agendaizing the matter of the City holding the Associations' funds, and clarified previous statements about her contact with LAUSD.

STAFF COMMUNICATION

Public Works Director Ruiz reported on a recent Northeast Valley Corridor meeting and addressed upcoming meetings and discussions.

City Planner Fred Ramirez announced an upcoming San Fernando Valley Council of Governments Mobility Summit and offered to send additional information to Council.

City Administrator Hernández reported City auditors will be in the City the first week of November to conclude their field work related to the City audit and addressed two items rejected by the Department of Finance and working with the City Attorney to resolve them.

AJOURNMENT (10:46 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of October 15, 2012 meeting as approved by the San Fernando City Council.

*Cynthia Alba
Deputy City Clerk/Management Analyst*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MARCH 3, 2014 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 6:39 p.m.

Present:

Council: Mayor Antonio Lopez, Mayor Pro Tem Sylvia Ballin, and Councilmembers Jesse H. Avila, Joel Fajardo, and Robert C. Gonzales

Staff: Interim City Manager Fred Ramirez, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

PRESENTATION

The following presentation was made:

- a) DENTAL ASSISTANTS RECOGNITION WEEK (MARCH 2-8)

APPROVAL OF AGENDA

Motion by Mayor Pro Tem Ballin, seconded Councilmember Gonzales, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

The following individuals spoke in support of Item No. 7 - Health Campaign and Relay Race:

Frank Alvarez, Area Health Officer, County Department of Public Health

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Chelsea Yanagida, CSUN student
Audrey Simons, San Fernando Community Health Center
Joni Novosel
Steven Loy, CSUN faculty member

Jacqueline Serrano, Assemblymember Raul Bocanegra representative, spoke in support of Item No. 8 (Junior Legislator Program).

Juan Alcazar asked about the skate park that was “promised” to the skaters.

Jack Lindblad said he was running for State senate and talked about the drought, prison system crisis, no oil tax, restoring redline, and transit oriented development.

Oscar Barragan spoke in support of skaters and said it would be a good idea to build a skate park and keep the kids off the streets.

Oscar Vasquez, Cesar Chávez Learning Academy, talked about the Aspen Challenge program, building a partnership with the City and engaging the community.

Elizabeth Torres and Destiny Medina, Cesar Chávez Learning Academy, talked about using City facilities for school events.

(Female speaker) said her son attends “the boxing gym” and said it was a great program to keep the kids off the streets.

(Female speaker) invited everyone to come look at their boxing club program for youth and suggested maybe they could use the City’s facilities.

In response to Mayor Lopez’s request for an update, Interim City Manager Ramirez reported that at one time, City Council proposed a skate plaza at the corner of Fourth St. and Park Ave., but the estimates of the overall project were between \$250,000 to \$500,000.

CONSENT CALENDAR

Motion by Councilmember Fajardo, seconded by Councilmember Avila, to approve the Consent Calendar Item:

- 1) REQUEST TO APPROVE WARRANT REGISTER NO. 14-031

By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – March 3, 2014****Page 3****PUBLIC HEARING**

- 2) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE NO. U-1631, ADOPTING BY REFERENCE THE 2014 EDITION OF THE CITY OF LOS ANGELES FIRE CODES AS THE CITY OF SAN FERNANDO FIRE CODES

Interim City Manager Ramirez presented the staff report and responded to questions from Councilmembers.

City Attorney Olivarez addressed the applicable Government Code Sections 36934 and 36937 relative to authorization of City Council to adopt an emergency ordinance, noted a 4/5ths vote is required and the urgency ordinance becomes effective immediately.

Mayor Lopez declared the Public Hearing open and called for public testimony.

Linda Jauron spoke in support of the ordinance, noting it will make the City safer and easier for departments to work together.

There being no other speakers, Mayor Lopez closed the public comment portion of the Hearing.

Motion by Councilmember Avila, seconded by Mayor Pro Tem Ballin, to waive full reading and adopt Urgency Ordinance No. U-1631 by title, “An Urgency Ordinance of the City Council of the City of San Fernando Amending the San Fernando City Code to Adopt by Reference the 2014 Edition of the City of Los Angeles Fire Code Together with Certain Amendments, Deletions, and Additions, and Declaring the Urgency Thereof in Accordance with Government Code Sections 36934 and 36937”.

The motion carried with the following vote:

AYES:	Lopez, Avila, Ballin, Gonzales, Fajardo – 5
NOES:	None

NEW BUSINESS

- 3) FISCAL YEAR (FY) 2013-2014 MID-YEAR BUDGET REVIEW

Interim City Manager Ramirez gave background information and deferred to staff for a report.

Interim Finance Director Rafaela King presented the report, and both replied to questions from Councilmembers.

Discussion ensued regarding proposed adjustments, addressing shortfalls, the need to continue being conservative, deferring specific projects but needing to maintain a certain level of service, an existing outstanding balance with Crown Disposal, being proactive in attracting business to the City, developing options to address shortfalls and working collaboratively to find solutions

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including cutting expenses, reviewing MOU's, considering different revenue sources, and finding long-term solutions.

Interim City Manager Ramirez suggested returning with a report in April to include feedback and options for the current budget and for long-term implementation.

Motion by Councilmember Gonzales, seconded by Mayor Pro Tem Ballin, to receive and file the FY 2013-14 Mid-Year Budget and adopt Resolution No. 7593 amending the FY 2013-2014 City Budget. By consensus, the motion carried.

4) CONSIDERATION TO APPROVE IMPLEMENTATION OF THE LIGHT EMITTING DIODE (LED) LIGHTING – STREET LIGHT FIXTURE REPLACEMENT PROGRAM

Interim Public Works Director Marlene Miyoshi presented the staff report. Both she and Interim City Manager Ramirez replied to questions from Councilmembers.

Discussion ensued regarding the quality of the proposed replacement lighting, the timeline for replacing the lights, funding sources, the possibility of grant funding, safety lights, planning for future developments, bike paths, City-owned and Southern California Edison-owned lights and engaging Edison to switch to LED lighting.

Motion by Councilmember Gonzales, seconded by Councilmember Avila, to approve implementation of the Light Emitting Diode (LED) Lighting-Street Light Fixture Replacement Program that will allow for the replacement of City-owned street lights using High Pressure Sodium Vapor and Induction lighting with energy efficient LED lighting fixtures, as funds become available or routine maintenance dictates repairs and/or replacements are needed. By consensus, the motion carried.

5) CONSIDERATION TO APPROVE USE OF PROPOSITION 1B (PROP 1B) FUNDS FOR THE FISCAL YEAR (FY) 2013-2014 CROSSWALK STRIPING PROJECT

Interim Public Works Director Miyoshi presented the staff report. Both she and Interim City Manager Ramirez replied to questions from Councilmembers.

Discussion followed regarding the proposed types of striping and appropriation of State funds.

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Avila, to approve Resolution No. 7592 amending the FY 2013-2014 Budget to appropriate \$22,380 in Prop 1B funds to undertake the Crosswalk Striping Project at eight locations within the City. By consensus, the motion carried.

6) CONSIDERATION TO ADOPT FISCAL YEAR (FY) 2014-2015 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER'S REPORT

Interim Public Works Director Miyoshi presented the staff report.

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Motion by Mayor Pro Tem Ballin, seconded by Councilmember Avila, to:

- a. Adopt Resolution No. 7590 initiating the proceedings for the FY 2014-2015 Levy of Annual Assessments for the Landscaping and Lighting Assessment District; and
- b. Order the preparation of the Engineer's Report.

By consensus, the motion carried.

7) **CONSIDERATION TO APPROVE THE CITY OF SAN FERNANDO HEALTH CAMPAIGN AND 5K RELAY RACE**

Recreation and Community Services Operations Manager Ismael Aguila presented the staff report and replied to questions from Councilmembers.

Discussion ensued regarding the benefits of the proposal, making this a community event where everyone can participate, donations and sponsorships.

Motion by Councilmember Gonzales, seconded by Mayor Pro Tem Ballin, to:

- a. Authorize the Interim City Manager to allocate City staff to begin plans for implementing the City of San Fernando Health Campaign and 5K Race (Health Campaign);
- b. Authorize the Interim City Manager to Execute a Letter of Agreement with W2 Promotions to provide production services for the 5K Relay Race for an amount not to exceed \$6,000; and
- c. Authorize the Interim City Manager to Execute a Memorandum of Understanding with Valley Care Community Consortium to provide fiscal sponsorship for the Health Campaign.

By consensus, the motion carried.

8) **CONSIDERATION TO CO-SPONSOR ASSEMBLYMEMBER RAUL BOCANEGRA'S JUNIOR LEGISLATOR PROGRAM**

Interim City Manager Ramirez presented a brief staff report.

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Avila, to:

- a. Approve City co-sponsorship of Assemblymember Raul Bocanegra's Junior Legislator Program; and
- b. Approve the use of the City Council Chambers and two eight-foot tables on March 29, 2014, for said program.

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By consensus, the motion carried.

9) **CONSIDERATION TO APPROVE BASEBALL FIELDS AND CONCESSION STAND LICENSE AGREEMENTS FOR YOUTH BASEBALL LEAGUES**

Recreation and Community Services Operations Manager Aguila presented the staff report and replied to questions from Councilmembers.

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Gonzales, to:

- a. Authorize the Interim City Manager to execute a Baseball Fields and Concession Stand License Agreement (Contract No. 1735) with Santa Rosa Baseball League (SRBL) to grant access to use park facilities at Las Palmas Park; and
- b. Authorize the Interim City Manager to execute a Baseball Fields and Concession Stand License Agreement (Contract No. 1736) with San Fernando National Little League (SFNL) to grant access to use park facilities at Pioneer/Recreation Park.

By consensus, the motion carried.

10) **CONSIDERATION OF APPROVAL OF APPOINTMENT OF CITY MANAGER CANDIDATE AND RELATED RATIFICATION AND FINAL ACTION TO APPROVE EMPLOYMENT AGREEMENT FOR CITY MANAGER PURSUANT TO GOVERNMENT CODE SECTIONS 53262 AND 54956**

City Attorney Olivarez presented the staff report.

Discussion followed regarding the interview and evaluation process.

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Avila, to approve the appointment of City Manager Brian Saeki and related ratification and final action to approve employment agreement for City Manager pursuant to Government Code Sections 53262 and 54956. By consensus, the motion carried.

GENERAL COUNCIL COMMENTS

Councilmember Avila thanked staff and looked forward to working with the new City Manager Brian Saeki.

Councilmember Gonzales also thanked staff for their hard work and stated he is excited to have Mr. Saeki on board to continue the good work.

Mayor Pro Tem Ballin said the director positions need to be filled as soon as possible and in response to her question, Interim City Manager Ramirez said that staff could report back with an update in April.

SAN FERNANDO CITY COUNCIL**MINUTES – March 3, 2014****Page 7****STAFF COMMUNICATION**

Interim City Manager Ramirez commended City staff for their help, expressed his appreciation for the opportunity to serve as the Interim City Manager, and requested that the meeting be adjourned in memory of Frida Deibel.

Jack Weis, Battalion 12, presented an update of calls for service in February related to the Fire Department and addressed significant incidents and events.

ADJOURNMENT (9:20 P.M.)

Mayor Lopez called for a moment of silence in memory of Frida Deibel.

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 3, 2014, meeting as approved by the San Fernando City Council.

*Cynthia Alba
Deputy City Clerk/Management Analyst*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MARCH 11, 2014 – 5:00 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Pro Tem Sylvia Ballin called the meeting to order at 5:00 p.m.

Present:

Council: Mayor Pro Tem Sylvia Ballin, and Councilmembers Jesse H. Avila and Robert C. Gonzales

Staff: Interim City Manager Fred Ramirez, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

Absent: Mayor Antonio Lopez

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Ballin

APPROVAL OF AGENDA

Motion by Councilmember Avila, seconded by Councilmember Gonzales, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

Linda Campanella Jauron spoke about her experience on the Transportation Commission and spoke in support of more bicycle paths in the City.

Elizabeth Ruvalcaba spoke in support of bicycle paths in the community for increased public safety.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – March 11, 2014**

Page 2

STUDY SESSION

1) CONSIDERATION TO APPROVE PACOIMA WASH BIKEWAY PROJECT GRANT APPLICATION SUBMITTALS

Interim Public Works Director Marlene Miyoshi presented the staff report.

Discussion followed regarding working closely with Metro for project sponsors, the possibility of a bicycle path to Mission College, seeking other potential funding sources, use of Measure R funds for this project, the required matching funds, phases of the project, efforts to cut costs, considering long-term maintenance costs, timeline for approval/rejection of the City's application, landscaping, lighting, the possibility of implementing virtual patrol, challenges with staffing shortages, the City's existing budget shortfalls, additional items that will need consideration and responsibilities of other agencies.

Discussion ensued regarding including virtual patrol in the cost of the project for the grant application, the width of the bicycle path, challenges with staffing in the Police Department, updating cost estimates, the need to consider flooding in the area, restrictions and long-term obligations, the need for more time to study the issue, directing engineers to focus on minimal maintenance when designing the path, getting feedback from County Supervisors and benefits of the project to the City of San Fernando.

Staff was directed to continue the item until March 17, 2014, when the full Council is present, without objection.

ADJOURNMENT (6:10 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 11, 2014 meeting as approved by the San Fernando City Council.

*Cynthia Alba
Deputy City Clerk/Management Analyst*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MARCH 17, 2014 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 6:05 p.m.

Present:

Council: Mayor Antonio Lopez, Mayor Pro Tem Sylvia Ballin, and Councilmembers Jesse H. Avila and Robert C. Gonzales

Staff: Interim City Manager Fred Ramirez, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

PRESENTATION

The following presentation was made:

- a) PERFORMANCE BY THE KADIMA CONSERVATORY OF MUSIC (YOUTH MUSIC EDUCATION GROUP)

RECESS (6:07 P.M.)

Mayor Lopez recessed the meeting in order to continue with the 4:30 p.m. Special Meeting item.

RECONVENE (8:11 P.M.)

Mayor Lopez reconvened the Regular Meeting.

PLEDGE OF ALLEGIANCE

Mayor Lopez

SAN FERNANDO CITY COUNCIL**MINUTES – March 17, 2014****Page 2****APPROVAL OF AGENDA**

Mayor Pro Tem Ballin suggested tabling Item No. 3 to April 17, 2014. Interim City Manager Fred Ramirez provided responses to her questions (Mayor Pro Tem Ballin withdrew her request).

Motion by Mayor Pro Tem Ballin, seconded Councilmember Gonzales, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

Ron Hernández complained about the trash issue and asked that the City reconsider their choice of waste hauler.

Walt Dragaloski complained about his new refuse cost and believes that businesses should be able to negotiate with the hauler directly.

Rafael Garcia, Republic Services, reported that their company did not receive a list of businesses from Crown Disposal, only 50% of businesses in the Downtown Mall have signed up for services, and expressed concerned about the illegal dumping issue at the mall.

CONSENT CALENDAR

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Gonzales, to approve the Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF:
 - a) FEBRUARY 3, 2014 – REGULAR MEETING
 - b) FEBRUARY 18, 2014 – SPECIAL MEETING
 - c) FEBRUARY 20, 2014 – SPECIAL MEETING
 - d) MARCH 3, 2014 – SPECIAL MEETING
- 2) REQUEST TO APPROVE WARRANT REGISTER NO 14-032

By consensus, the motion carried.

NEW BUSINESS

- 3) CONSIDERATION TO APPROVE THE MAYOR'S PROPOSED APPOINTMENT TO THE CITY'S VACANT POSITION ON THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY

Interim City Manager Ramirez presented the report and responded to questions from Councilmembers.

SAN FERNANDO CITY COUNCIL**MINUTES – March 17, 2014****Page 3**

Motion by Mayor Lopez, seconded by Mayor Pro Tem Ballin, to approve the Mayor's appointment of Junior Accountant Sonia Gomez-Garcia to the Oversight Board to the Successor Agency to the San Fernando Redevelopment Agency to fill the currently vacant position pursuant to Health and Safety Code Section 34179(2). By consensus, the motion carried.

4) REORGANIZATION OF THE CITY COUNCIL – SELECTION OF MAYOR AND MAYOR PRO TEMPORE

City Clerk Chávez opened nominations for Mayor.

Councilmember Gonzales nominated Sylvia Ballin for Mayor; the motion was seconded by Mayor Lopez.

There being no other nominations for Mayor, City Clerk Chávez closed nominations and conducted a roll call vote.

For Sylvia Ballin as Mayor, the motion carried with the following vote:

AYES: Avila, Gonzales, Fajardo, Ballin, Lopez – 5
NOES: None
ABSTAIN: None

City Clerk Chávez opened nominations for Mayor Pro Tem.

Councilmember Lopez nominated Robert C. Gonzales for Mayor Pro Tem; the motion was seconded by Councilmember Avila.

*Mayor Ballin nominated Joel Fajardo for Mayor Pro Tem; the motion was seconded by Councilmember Fajardo.

There being no other nominations for Mayor Pro Tem, City Clerk Chávez closed nominations and conducted a roll call vote.

For Robert C. Gonzales as Mayor Pro Tem, the motion carried with the following vote:

AYES: Lopez, Ballin, Fajardo, Avila, Gonzales – 5
NOES: None
ABSTAIN: None

**No roll call vote taken.*

CITY COUNCIL ITEMS

5) CONSIDERATION TO APPROVE USE OF CITY SEAL FOR CROSS PROMOTIONAL MATERIAL FOR THE 2014 SANTA CLARITA VALLEY CINCO DE MAYO CELEBRATION

SAN FERNANDO CITY COUNCIL**MINUTES – March 17, 2014****Page 4**

Councilmember Lopez gave background on this item.

Motion by Councilmember Lopez, seconded by Mayor Pro Tem Gonzales to approve use of the City Seal for cross promotional material for the 2014 Santa Clarita Valley Cinco de Mayo Celebration. By consensus, the motion carried.

GENERAL COUNCIL COMMENTS

Councilmember Avila thanked outgoing Mayor Lopez and congratulated new Mayor Ballin.

Councilmember Fajardo thanked the public for attending; thanked outgoing Mayor Lopez for his service and congratulated new Mayor Ballin and Mayor Pro Tem Gonzales.

Mayor Pro Tem Gonzales thanked outgoing Mayor Lopez for his service.

Mayor Ballin thanked City staff for their work.

STAFF COMMUNICATION

Recreation and Community Services Operations Manager Ismael Aguila reported the Fernandeño Tataviam Band of Mission Indians have been working on funding for programs for seniors and addressed upcoming events.

Interim Finance Director Rafaela King discussed the need to schedule upcoming Budget and Personnel Committee meetings to discuss the budget and presented a brief update on Measure A.

Councilmember Avila reported receiving a telephone call from Mariela Chavez thanking Council for helping her with Southern California Edison issues.

Interim City Manager Ramirez thanked Council for their help and outgoing Mayor Lopez for his work and efforts in moving projects forward.

ADJOURNMENT (9:00 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 17, 2014, meeting as approved by the San Fernando City Council.

*Cynthia Alba
Deputy City Clerk/Management Analyst*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**SEPTEMBER 2, 2014 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:06 p.m.

Present:

Council: Mayor Sylvia Ballin, Mayor Pro Tem Robert C. Gonzales, and Councilmembers Jesse H. Avila, Joel Fajardo, and Antonio Lopez

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Police Explorer Cadet Samantha Martinez

APPROVAL OF AGENDA

Motion by Councilmember Avila, seconded by Mayor Pro Tem Gonzales, to approve the agenda. By consensus, the motion carried.

PRESENTATION

The following presentation was made:

- a) CHILDHOOD CANCER AWARENESS MONTH - SEPTEMBER

PUBLIC STATEMENTS – WRITTEN/ORAL

John Arroyo spoke about the need to fix City streets and urged the City to ban toy guns.

Gabriel Aguilar expressed concerns regarding needed improvements in the business community including the addition of nice restaurants, felt more people should become involved in the City

SAN FERNANDO CITY COUNCIL**MINUTES – September 2, 2014****Page 2**

and attend Council meetings, suggested providing snacks and coffee, and spoke about the need to give people more responsibilities.

Julie Cuellar expressed concerns regarding an empty laundromat on Maclay and Fifth Street and reported City buses need to be cleaned.

CONSENT CALENDAR

Motion by Councilmember Lopez, seconded by Councilmember Avila, to approve the Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF AUGUST 18, 2014 – SPECIAL MEETING
- 2) REQUEST TO APPROVE WARRANT REGISTER NO 14-091
- 3) CONSIDERATION TO AWARD A CONTRACT FOR ON-GOING PERFORMANCE REVIEW OF THE CITY'S SOLID WASTE COLLECTIONS SERVICES FRANCHISE
- 4) CONSIDERATION TO ADOPT RESOLUTION NO. 7627 ADJUSTING THE CITY'S FEE SCHEDULE FOR INDUSTRIAL WASTE PERMIT RELATED SERVICES
- 5) PRECAUTIONARY SECOND READING OF URGENCY ORDINANCE NO. 1635 AMENDING CHAPTER 2, ARTICLE VI, DIVISION 6, SUBDIVISION II, SECTION 2-810 OF THE CITY'S MUNICIPAL CODE RELATED TO COOPERATIVE PURCHASING
- 6) PRESENTATION OF FISCAL YEAR 2014-2015 ADOPTED BUDGET BOOK

By consensus, the motion carried.

COMMITTEE/COMMISSION LIAISON UPDATES

Councilmember Lopez thanked Councilmember Fajardo for attending the Valley Economic Alliance Dinner and the State of the City.

Councilmember Fajardo addressed the need to meet with the City Manager to discuss the Education Commission.

Mayor Ballin stated she would like to discuss the Education Commission.

SAN FERNANDO CITY COUNCIL**MINUTES – September 2, 2014****Page 3****GENERAL COUNCIL COMMENTS**

Councilmember Avila congratulated the Department of Parks and Recreation for the City's 103rd Birthday Celebration.

Councilmember Lopez discussed a recent High-Speed Rail Authority meeting as well as upcoming meetings.

Councilmember Fajardo spoke about restrictions to toy guns, referenced an article regarding High Speed Rail and another on water conservation. He thanked the San Fernando Police Department in response to a recent tragedy and asked to adjourn the meeting in memory of those who passed.

Mayor Pro Tem Gonzales discussed the High-Speed Rail flyers and reported they should be delivered shortly.

Mayor Ballin spoke about the possibility of putting together a community workshop on low-income housing.

STAFF COMMUNICATION

City Manager Saeki thanked Interim Public Works Director Marlene Miyoshi for her work and dedication during her tenure and reported the new Deputy City Manager/Public Works Director Christopher Marcarello will start on Monday, September 8, 2014.

ADJOURNMENT (6:32 P.M.)

By consensus, the meeting was adjourned in memory of the victims of the recent tragedy.

I do hereby certify that the foregoing is a true and correct copy of the minutes of September 2, 2014, meeting as approved by the San Fernando City Council.

*Cynthia Alba
Deputy City Clerk/Management Analyst*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**OCTOBER 6, 2014 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:02 p.m.

Present:

Council: Mayor Sylvia Ballin, Mayor Pro Tem Robert C. Gonzales, and Councilmembers Jesse H. Avila, Joel Fajardo, and Antonio Lopez

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Police Explorer Alfredo Mendoza

APPROVAL OF AGENDA

City Manager Saeki requested to postpone Item No. 10 since the staff member presenting the item had to leave due to an emergency.

Motion by Councilmember Avila, seconded by Mayor Pro Tem Gonzales, to approve the agenda with the change. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

Linda Campanella Jauron spoke in support of Item No. 12 and noted benefits in financial relief to the City.

John Blue spoke about exercising in the City's regional pool to recover from West Nile Virus, spoke positively about the lifeguards, noted they have been concerned about the pool's management transition and desire to continue their employment at the pool and discussed the need to review the pool maintenance contract.

SAN FERNANDO CITY COUNCIL**MINUTES – October 6, 2014****Page 2**

Mayor Ballin stated that she wanted to be present for public comments, but was leaving due to a serious auto accident she was involved in.

At this time, Mayor Pro Tem Gonzales chaired the meeting.

CONSENT CALENDAR

Mayor Pro Tem Gonzales pulled Item No. 7 stating that he would have to abstain since he is on the César Chávez Committee.

Motion by Mayor Pro Tem Gonzales, seconded by Councilmember Lopez, to approve the remaining Consent Calendar Items:

- 1) CONSIDERATION TO ADOPT RESOLUTION NO. 14-1001 APPROVING THE WARRANT REGISTER
- 2) ADOPTION OF RESOLUTIONS REQUIRED FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON MARCH 3, 2015
- 3) CONSIDERATION TO APPROVE A CONTRACT SERVICES AGREEMENT WITH MARTIN & CHAPMAN CO. FOR SERVICES RELATING TO THE GENERAL MUNICIPAL ELECTION TO BE HELD ON MARCH 3, 2015
- 4) REVIEW OF TRAFFIC CONDITIONS AND CONSIDERATION TO INSTALL STOP SIGNS AT THE INTERSECTION OF KALISHER STREET AND PICO STREET
- 5) CONSIDERATION TO ACCEPT THE CALIFORNIA ARTS COUNCIL GRANT TO SUPPORT THE CITY'S MARIACHI MASTER APPRENTICE PROGRAM
- 6) CONSIDERATION TO ADOPT A POLICY PERTAINING TO CITY COUNCIL IDENTIFICATION BADGES AND BUSINESS CARDS

By consensus, the motion carried.

Item Pulled for Further Discussion

- 7) CONSIDERATION TO APPROVE A PARTNERSHIP WITH PUEBLO Y SALUD FOR FUNDRAISING EFFORTS AT THE CÉSAR E. CHÁVEZ MEMORIAL

Motion by Councilmember Lopez, seconded by Councilmember Fajardo, to:

- a. Approve the City partnership with Pueblo Y Salud; and

SAN FERNANDO CITY COUNCIL**MINUTES – October 6, 2014****Page 3**

- b. Authorize the City Manager to execute a Memorandum of Understanding (Contract No. 1762) with Pueblo y Salud Inc. to begin fundraising efforts for the César E. Chávez Memorial.

The motion carried with the following vote:

AYES:	Lopez, Avila, Fajardo – 3
NOES:	None
ABSENT:	Ballin – 1
ABSTAIN:	Gonzales – 1

PUBLIC HEARING

- 8) CONSIDERATION TO ADOPT ORDINANCE NO. 1638 AMENDING THE CITY’S WATER CONSERVATION AND MANAGEMENT PROGRAM – SAN FERNANDO MUNICIPAL CODE CHAPTER 94, ARTICLE III, DIVISION IV

Mayor Pro Tem Gonzales declared the Public Hearing open.

Deputy City Manager/Public Works Director Chris Marcarello presented the staff report and replied to questions from Councilmembers.

Discussion followed regarding the effective date of the ordinance and the public notification process.

Mayor Pro Tem Gonzales called for public testimony.

John Blue asked about how the public will be notified about the process.

There were no further comments and Mayor Pro Tem Gonzales closed public testimony.

Motion by Councilmember Fajardo, seconded Councilmember Avila, to close the Public Hearing. By consensus, the motion carried.

Motion by Councilmember Avila, seconded by Councilmember Fajardo, to:

- a. Introduce for first reading (in title only) and waive further reading of Ordinance No. 1638 “An Ordinance of the City Council of the City of San Fernando, California, Amending Chapter 94 (Utilities), Article III (Water), Division 4 (Wastage) of the San Fernando Municipal Code” to comply with the State Water Resources Control Board emergency regulations for statewide water conservation; and
- b. Approve Resolution 7642, updating the City’s Water Conservation Policy, declaring a water emergency and implementing a comprehensive City conservation plan at Phase I.

SAN FERNANDO CITY COUNCIL**MINUTES – October 6, 2014****Page 4**

The motion carried with the following vote:

AYES: Avila, Fajardo, Gonzales, Lopez – 4
NOES: None
ABSENT: Ballin – 1
ABSTAIN: None

9) CONSIDERATION TO ADOPT ORDINANCE NO. 1636 RELATED TO THE
STATUTORY MAXIMUM FOR CITY COUNCILMEMBER'S SALARY

Mayor Pro Tem Gonzales declared the Public Hearing open.

Finance Director Nick Kimball presented the staff report and replied to questions from Councilmembers.

Mayor Pro Tem Gonzales called for public testimony.

John Blue spoke in support of the item.

There were no further comments and Mayor Pro Tem Gonzales closed public testimony.

Motion by Mayor Pro Tem Gonzales, seconded Councilmember Avila, to close the Public Hearing. By consensus, the motion carried.

Motion by Councilmember Avila, seconded by Councilmember Lopez, to introduce for first reading (in title only) and waive further reading of Ordinance No. 1636 "An Ordinance of the City Council of the City of San Fernando, California, Amending Section 2-31 (Council Members – Salary) of Division 1 (Generally) of Article II (City Council) of Chapter 2 (Administration) of the San Fernando City Code of Ordinances Relating to City Council Member Salaries".

The motion carried with the following vote:

AYES: Avila, Fajardo, Gonzales, Lopez – 4
NOES: None
ABSENT: Ballin – 1
ABSTAIN: None

10) CONSIDERATION TO ADOPT ORDINANCE NO. 1637 ESTABLISHING RULES
AND REGULATIONS REGARDING DEVELOPMENT AGREEMENTS

Item was removed under Approval of Agenda.

SAN FERNANDO CITY COUNCIL**MINUTES – October 6, 2014****Page 5****ADMINISTRATIVE REPORTS**

- 11) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE CITY'S PARTICIPATION IN THE CALIFORNIA HERO PROGRAM (FINANCING FOR RENEWABLE ENERGY AND WATER EFFICIENCY IMPROVEMENTS)

Deputy City Manager/Public Works Director Marcarello presented the staff report.

Liza Gray gave a brief presentation and replied to questions from Councilmembers.

Discussion followed regarding concerns about the ability of residents to refinance, the number of cities that have adopted the program, comparisons with the L.A. County residential HERO program and programs that can run concurrently with the subject program.

Motion by Councilmember Fajardo, seconded by Councilmember Lopez:

- a. Adopt Resolution No. 7640 authorizing the City's participation in the California HERO Program, which will enable property owners to finance permanently fixed renewable energy and water efficiency improvements, and electric vehicle charging infrastructure on their properties; and
- b. Authorize the City Manager to execute an amendment to the Western Riverside Council of Governments Joint Powers Agreement (Contract No. 1764) adding the City of San Fernando as an associate member, which will allow local property owners to participate in the California HERO Program.

The motion carried with the following vote:

AYES:	Avila, Fajardo, Gonzales, Lopez – 4
NOES:	None
ABSENT:	Ballin – 1
ABSTAIN:	None

- 12) CONSIDERATION TO APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF SAN FERNANDO AND THE COUNTY OF LOS ANGELES RELATED TO THE OPERATION OF THE SAN FERNANDO POOL FACILITY

City Manager Saeki presented the staff report.

John Wicker, Chief Deputy Director, County of Los Angeles Parks & Recreation replied to questions from Councilmembers.

Discussion followed regarding program offerings, program/class schedules, fee structure and free programs, children's programs, expected savings to the City, planned improvements to the pool, maintenance of the facility, security and continuing to employ existing lifeguards.

SAN FERNANDO CITY COUNCIL**MINUTES – October 6, 2014****Page 6**

Ensuing discussion pertained to getting community input regarding programs and ensuring existing lifeguards keep their jobs.

Motion by Councilmember Lopez, seconded by Councilmember Avila, to approve a Lease Agreement (Contract No. 1766) between the City of San Fernando and the County of Los Angeles for the operation of the San Fernando Pool Facility and authorize the Mayor to execute the Lease Agreement.

The motion carried with the following vote:

AYES:	Avila, Fajardo, Gonzales, Lopez – 4
NOES:	None
ABSENT:	Ballin – 1
ABSTAIN:	None

COMMITTEE/COMMISSION LIAISON UPDATES

Councilmember Avila discussed the Planning and Preservation Commission and Transportation and Safety Commission noting they are eager to be much-more involved in the City.

Councilmember Lopez addressed San Fernando Metro Council including fare increases and escalator safety.

Councilmember Fajardo announced that the Tree Commission will be meeting next week and noted the first Chamber of Commerce event was a success.

Mayor Pro Tem Gonzales discussed the ICA and an upcoming event by the East San Fernando Transportation Corridor.

Mayor Pro Tem Gonzales reopened public comments.

John Arroyo recommended that all lifeguards receive CPR training.

There were no other speakers and Mayor Pro Tem Gonzales closed public comments.

GENERAL COUNCIL COMMENTS

Councilmember Avila confirmed lifeguards are trained in First Aid and CPR and thanked staff and County representatives for negotiating the pool license agreement.

Councilmember Fajardo discussed the 5K Relay and reported he was appointed to the LAUSD Commission on Human Relations, Diversity and Equity.

SAN FERNANDO CITY COUNCIL**MINUTES – October 6, 2014****Page 7**

Mayor Pro Tem Gonzales thanked staff for their hard work and encouraged the public to participate in the 5K Relay.

STAFF COMMUNICATION

City Manager Saeki thanked Council for its work and reported he will be participating in the 5K Relay.

Recreation and Community Services Operations Manager Ismael Aguila encouraged everyone to participate in the upcoming 5K Relay.

ADJOURNMENT (7:17 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of October 6, 2014, meeting as approved by the San Fernando City Council.

Cynthia Alba
Deputy City Clerk/Management Analyst

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 3, 2014 – 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 5:00 p.m.

Present:

Council: Mayor Sylvia Ballin, Mayor Pro Tem Robert C. Gonzales, and Councilmembers Jesse H. Avila, Antonio Lopez, and Joel Fajardo

Staff: City Manager Brian Saeki, City Attorney Rick Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by City Manager Saeki

APPROVAL OF AGENDA

Motion by Councilmember Avila, seconded by Mayor Pro Tem Gonzales, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

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

By consensus, Councilmembers recessed to the following Closed Session:

- A) CONFERENCE WITH LABOR NEGOTIATOR
G.C. §54957.6
Designated City Negotiator: Brian Saeki, City Manager
Employees and Employee Bargaining Units that are the Subject of Negotiation:

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – November 3, 2014**

Page 2

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 (SEIU, Local 721)
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

RECONVENE/REPORT OUT FROM CLOSED SESSION (5:25 P.M.)

City Attorney Olivarez reported the following:

Item A – The City Council received a briefing from the City Manager. Direction was given to staff (Mayor Ballin voting “No”); no final action was taken.

PRESENTATION

1) EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR UPDATE

Representatives from METRO provided a brief presentation/update; no formal action taken.

ADJOURNMENT (5:47 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 3, 2014 meeting as approved by the San Fernando City Council.

*Cynthia Alba
Deputy City Clerk/Management Analyst*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 3, 2014 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:02 p.m.

Present:

Council: Mayor Sylvia Ballin, Mayor Pro Tem Robert C. Gonzales, and Councilmembers Jesse H. Avila, Joel Fajardo, and Antonio Lopez

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, Assistant City Attorney Richard Padilla, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Police Explorer Alberto Barragan

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Mayor Pro Tem Gonzales, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

Hilda Casas, Community Library Manager, San Fernando Library, gave an update regarding library events and activities.

Stormy Haupt commended Councilmember Avila for his work with County Supervisor Yaroslavsky regarding the pool problem and announced that the County Board approved the pool lease.

Linda Campanela Jauron spoke in support of Item No. 7 and commended City Clerk Chávez for her work and professionalism.

SAN FERNANDO CITY COUNCIL**MINUTES – November 3, 2014****Page 2**

Julie Cuellar thanked Police Chief Robert Parks for the increased patrol related to the recent Halloween event as well as City staff.

CONSENT CALENDAR

Mayor Ballin pulled Item No. 7 for further discussion.

Motion by Councilmember Lopez, seconded by Councilmember Avila, to approve the remaining Consent Calendar Items:

- 1) CONSIDERATION TO ADOPT RESOLUTION NO. 14-111 APPROVING THE WARRANT REGISTER
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING A REVISED JOB SPECIFICATION FOR POLICE CHIEF
- 3) ADOPTION OF ORDINANCE NO. 1636 RELATED TO THE STATUTORY MAXIMUM FOR CITY COUNCILMEMBER'S SALARY
- 4) CONSIDERATION TO APPROVE CO-SPONSORSHIP WITH THE AMERICAN CANCER SOCIETY FOR THE SAN FERNANDO RELAY FOR LIFE
- 5) STATUS UPDATE – SOLID WASTE FRANCHISE SERVICES
- 6) CONSIDERATION TO APPROVE A CONTRACT WITH EVAN BROOKS ASSOCIATES AND ADOPT A RESOLUTION APPROVING THE REALLOCATION OF GENERAL FUNDS FOR PLANNING CONSULTANT SERVICES

By consensus, the motion carried.

Items Removed for Further Discussion

- 7) CONSIDERATION TO ADOPT RESOLUTIONS REGARDING PART-TIME ASSISTANCE FOR THE CITY CLERK'S OFFICE

City Manager Saeki replied to questions from Mayor Ballin regarding the need for the position, the reporting structure and considering attendance and punctuality.

Motion by Mayor Ballin, seconded by Councilmember Avila, to:

- a. Adopt Resolution No.7648 approving the job specification for the position of Deputy City Clerk;
- b. Adopt Resolution No. 7649 amending the Salary Plan removing the position of Office Clerk (Administration/City Clerk) and adding the position of Deputy City Clerk;

SAN FERNANDO CITY COUNCIL**MINUTES – November 3, 2014****Page 3**

- c. Adopt Resolution No. 7650 amending the Table of Organization removing the position of part-time Office Clerk (Administration/City Clerk) and adding the part-time position of Deputy City Clerk;
- d. Adopt Resolution No. 7651 amending the budget to reallocate non-departmental funds to City Clerk and Election funds; and
- e. Authorize the City Manager to initiate the recruitment process for a part-time Deputy City Clerk.

By consensus, the motion carried.

PUBLIC HEARING

8) CONSIDERATION TO INTRODUCE ORDINANCE NO. 1637 ESTABLISHING RULES AND REGULATIONS REGARDING DEVELOPMENT AGREEMENTS

Mayor Ballin declared the Public Hearing open.

Community Development Director Fred Ramirez presented the staff report and replied to questions from Councilmembers.

Discussion followed regarding the development agreement process, Planning Commission review, the process for amending agreements and development agreements being project-specific.

John Blue referenced SB 1818, spoke about the certainty that agreements will be changed, and suggested the City build into its ordinances, the ability to maintain control of the community. He urged Council to do additional research and weave best practices from other cities, in the San Fernando ordinance.

There being no further comments Mayor Ballin closed public comments.

Motion by Councilmember Avila, seconded by Councilmember Fajardo, to close the Public Hearing. By consensus, the motion carried.

Councilmember Avila commented on upcoming COG discussions related to the item.

Motion by Mayor Pro Tem Gonzales, seconded by Councilmember Avila, seconded by to introduce for first reading (in title only), and waive further reading of Ordinance No. 1637, “An Ordinance of the City of San Fernando California Amending Chapter 106 (Zoning), Article VI (General Regulations) of the San Fernando City Code to Establish Division 17 Regarding Development Agreements”. By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – November 3, 2014****Page 4****ADMINISTRATIVE REPORTS****9) CONSIDERATION TO ADOPT RESOLUTIONS ESTABLISHING A BUDGET POLICY AND ESTABLISHING A GENERAL FINANCIAL POLICY**

Finance Director Nick Kimball presented the staff report. Councilmembers thanked Mr. Kimball for his work on this item.

Discussion followed regarding establishing goals and principles and goals related pension costs and retiree health.

Motion by Councilmember Lopez, seconded by Councilmember Fajardo, to:

- a. Review and discuss the proposed Budget Policy and General Financial Policy;
- b. Provide staff with direction regarding suggested changes, if any;
- c. Adopt Resolution No. 7653, establishing a Budget Policy; and
- d. Adopt Resolution No. 7654, establishing a General Financial Policy.

10) CONSIDERATION TO ADOPT RESOLUTIONS RESTRUCTURING THE RECREATION AND COMMUNITY SERVICES DEPARTMENT

City Manager Saeki presented the staff report and replied to questions from Councilmembers.

Discussion followed regarding quality of programming, allow Council to have input relative to programming and the upcoming budget process.

Motion by Councilmember Fajardo, seconded by Councilmember Avila, to:

- a. Adopt Resolution No. 7646 amending the Table of Organization removing the positions of Recreation and Community Services Operations Manager, Aquatic Supervisor, Senior Lifeguard, Lifeguard, Pool Cashier/Attendant and adding the full-time positions of Director of Recreation and Community Services and Recreation Supervisor; and
- b. Adopt Resolution No. 7647 amending the Salary Plan removing the positions of Recreation and Community Services Operations Manager, Aquatic Supervisor, Senior Lifeguard, Lifeguard, Pool Cashier/Attendant and adding the position of Recreation Supervisor.

By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – November 3, 2014****Page 5****11) CITY OF SAN FERNANDO COMMISSIONS, COMMITTEES, AND BOARDS**

City Manager Saeki asked for direction from Council regarding bringing back a more-robust discussion regarding City commissions, committees and boards and suggested scheduling a future study session.

By consensus, Council directed staff to proceed with preparing a report on commissions, committees, and boards to present at a future study session.

COMMITTEE/COMMISSION LIAISON UPDATES

Mayor Pro Tem Gonzales addressed an upcoming meeting of the East San Fernando Transportation Corridor meeting.

Mayor Ballin gave an update on a recent Metropolitan Water District meeting and tour of the Hoover Dam.

GENERAL COUNCIL COMMENTS

Councilmember Avila discussed the recent Dia de los Muertos events, thanked L.A. County for their help, and commented on the negotiations for a lease agreement regarding the City pool.

Councilmember Lopez thanked the Mall Association for their recent event.

Councilmember Fajardo commented on an interview he recently did with KNX regarding the High-Speed Rail and real estate.

Mayor Pro Tem Gonzales spoke about the importance of Recreation and Parks to the community, discussed the need for high-quality leagues, and hoped the City has the right staff in place to make much-needed improvements.

Mayor Ballin requested a list of the City activities planned for the next calendar year.

STAFF COMMUNICATION

City Manager Saeki discussed an upcoming one-day retreat for Department Heads.

Recreation and Community Services Operations Manager Ismael Aguila announced the upcoming 3rd Annual Diabetes Expo.

Community Development Director Ramirez announced an upcoming community meeting regarding the Transit Overlay Zone project.

Mayor Ballin reminded everyone to vote tomorrow.

SAN FERNANDO CITY COUNCIL**MINUTES – November 3, 2014****Page 6**

City Clerk Chávez addressed the City Council application deadline and noted more information is on the City's website.

ADJOURNMENT (7:10 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 3, 2014, meeting as approved by the San Fernando City Council.

*Cynthia Alba
Deputy City Clerk/Management Analyst*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 17, 2014 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:03 p.m.

Present:

Council: Mayor Sylvia Ballin, Mayor Pro Tem Robert C. Gonzales, and Councilmembers Jesse H. Avila, Joel Fajardo, and Antonio Lopez

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, Assistant City Attorney Richard Padilla, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Police Explorer Samantha Martinez

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Mayor Pro Tem Gonzales, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

John Arroyo expressed concerns regarding the poor condition of streets in the City, including water leaks and potholes on Seventh, Maclay, Griswold, and Newton streets and spoke about the possibility of State grants to fund repairs.

Andrew Hugo reported his mother was recently cited for having a basketball system on their driveway, noted it has been there for over ten years without complaints and presented a petition of 22 signatures from surrounding neighbors indicating the basketball system is not a nuisance and in support of it.

Albert Hugo distributed copies of photos of the area, described the street, existing conditions, and use of the basketball system and hoped Council will allow it to stay in place.

SAN FERNANDO CITY COUNCIL**MINUTES – November 17, 2014****Page 2**

City Manager Saeki stated he will work with the Hugos to resolve the matter.

Rev J. Andie Wilson, noted he was invited by Mayor Pro Tem Gonzales and spoke about a fundraising initiative, Blanket the Southland, to provide 1,000 blankets to the homeless in San Fernando Valley and Skid Row and asked for the City's support.

CONSENT CALENDAR

Mayor Ballin pulled Item No. 4 for further discussion.

Motion by Mayor Pro Tem Gonzales, seconded by Councilmember Avila, to approve the remaining Consent Calendar Items:

- 1) CONSIDERATION TO ADOPT RESOLUTION NO. 14-112 APPROVING THE WARRANT REGISTER
- 2) ADOPTION OF ORDINANCE NO. 1637 ESTABLISHING RULES AND REGULATIONS REGARDING DEVELOPMENT AGREEMENTS
- 3) CONSIDERATION TO REAPPOINT CITY COUNCIL LIAISON TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT
- 5) CONSIDERATION TO ADOPT A RESOLUTION TO PLACE A CHARTER AMENDMENT ON THE MARCH 3, 2015 BALLOT PERTAINING TO LOS ANGELES UNIFIED SCHOOL DISTRICT ELECTION DATES
- 6) CONSIDERATION TO APPROVE THE PURCHASE OF A WATER DIVISION SERVICE TRUCK
- 7) CONSIDERATION TO APPROVE A WIRELESS COMMUNICATIONS FACILITIES LICENSE AGREEMENT WITH THE JUDICIAL COUNCIL OF CALIFORNIA TO UTILIZE THE SAN FERNANDO COURTHOUSE ROOF FOR PUBLIC SAFETY COMMUNICATIONS EQUIPMENT
- 8) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE APPLICATION FOR GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY
- 9) CONSIDERATION TO APPROVE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE SAN FERNANDO POLICE CIVILIAN ASSOCIATION

By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – November 17, 2014****Page 3****Items Removed for Further Discussion****4) CONSIDERATION TO ACCEPT THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HOUSING-RELATED PARKS PROGRAM GRANT TO FUND RECREATION PARK IMPROVEMENTS**

In response to Mayor Ballin's question, Community Development Director Fred Ramirez explained the item relates to the City's application for grant funding, based on affordable units already built, to fund Recreation Park improvements and the requirement for a resolution accepting the money the City has obtained.

Motion by Mayor Ballin, seconded by Councilmember Lopez, to:

- a. Adopt Resolution No. 7658 to approve the acceptance of the 2013 California Department of Housing and Community Development Housing-Related Parks Program Grant in the amount of \$188,050 to fund Recreation Park improvements;
- b. Authorize the City Manager to execute Contract No. 1770 in order to receive the funding in the amount of \$188,050 to fund Recreation Park Improvements; and
- c. Adopt Resolution No. 7659 to increase the revenue and expenditures of Fiscal Year 2014-2015 Fund 019 budget by \$14,327.

By consensus, the motion carried.

Battalion Chief Rick Combs gave an update of current deployments to prepare for fire season, discussed the recent promotion of captains and an event at the Pancake House, and spoke about the dangers of non-permitted home modifications.

ADMINISTRATIVE REPORTS**10) CONSIDERATION TO APPROVE A LETTER OF SUPPORT REGARDING RENAMING THE METRO NORTH HOLLYWOOD STATION AFTER LOS ANGELES COUNTY SUPERVISOR ZEV YAROSLAVSKY**

City Manager Saeki presented the staff report.

Motion by Councilmember Avila, seconded by Mayor Pro Tem Gonzales, to approve a letter of support regarding renaming the Metro North Hollywood Station after Los Angeles County Supervisor Zev Yaroslavsky. By consensus, the motion carried.

11) 2014 HOLIDAY SEASON EVENTS AND ACTIVITIES

City Manager Saeki provided the staff report and responded to questions from Councilmembers.

SAN FERNANDO CITY COUNCIL**MINUTES – November 17, 2014****Page 4**

Discussion followed regarding existing job postings and potential impacts of the proposed closures.

By consensus, the item was approved.

COMMITTEE/COMMISSION LIAISON UPDATES

Community Development Director Ramirez gave an update on the TOD Overlay Committee recent and upcoming meetings, at the request of Councilmember Avila.

Councilmember Avila discussed impacts and getting more information out to residents, addressed the High Speed Rail project and suggested involving the Traffic Commission.

Councilmember Lopez spoke about people appointed to be at the meeting that did not show and asked that staff notify Councilmembers of their appointments, determine why they did not show and whether they want to continue on the commission. He reported on Metro's consideration of the East Transit Corridor and improvements being made at the North Hollywood Metro Station and discussed a meeting regarding High Speed Rail.

Mayor Pro Tem Gonzales presented an update regarding ICA noting they are planning for upcoming legislative trips to Sacramento; discussed the San Fernando Transit Corridor at San Fernando Park, addressed High Speed Rail and encouraged residents to inform themselves and get engaged.

Mayor Ballin provided an update on a recent MWD Committee meeting and addressed voter turnout on November 4th.

GENERAL COUNCIL COMMENTS

Councilmember Avila discussed the importance of public participation in government to get things done and the importance of resident input.

Councilmember Lopez encouraged residents to buy locally and asked for consensus from Council colleagues to give direction to staff review the City's current purchasing policies and improving them.

Councilmember Fajardo announced the Library Bistro is closing and encouraged residents to attend their final celebration.

Mayor Pro Tem Gonzales commended Public Works staff on their quick response to calls and discussed the Blanket the Southland initiative.

SAN FERNANDO CITY COUNCIL**MINUTES – November 17, 2014****Page 5**

Rev J. Andie Wilson provided testimony regarding the origin of the Blanket the Southland initiative.

Mayor Pro Tem Gonzales offered to purchase a pack of blankets and encouraged Council colleagues and residents to contribute to the cause.

Mayor Ballin commended staff on the success of the recent Diabetes Expo, addressed the Veterans Day Parade, an event at L.A. Care, spoke about the L.A. Cube and complemented Republic Services for their recent bulky-item pickup event.

STAFF COMMUNICATION

Deputy City Manager/Public Works Director Chris Marcarello gave an update regarding the HERO including upcoming meetings and notifying the public about the different energy programs available.

City Manager Saeki congratulated Councilmember Avila on the birth of a new granddaughter.

ADJOURNMENT (6:56 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 17, 2014, meeting as approved by the San Fernando City Council.

Cynthia Alba

Deputy City Clerk/Management Analyst

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**DECEMBER 1, 2014 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Pro Tem Robert C. Gonzales called the meeting to order at 6:03 p.m.

Present:

Council: Mayor Pro Tem Robert C. Gonzales, and Councilmembers Jesse H. Avila, Joel Fajardo, and Antonio Lopez

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

Absent: Mayor Sylvia Ballin

PLEDGE OF ALLEGIANCE

Led by Police Explorer Michael Hernández

PRESENTATION

Police Chief Robert Parks introduced new Police Department employees Desk Officer Jessica Ramirez and Police Reserve Officer John Paul Lovera.

APPROVAL OF AGENDA

Motion by Councilmember Lopez, seconded by Councilmember Avila, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

John Arroyo talked about the passing of his niece, thanked the City for fixing potholes on Maclay Ave. and spoke about his concerns pertaining to acetone issues at beauty shops in the City.

SAN FERNANDO CITY COUNCIL**MINUTES – December 1, 2014****Page 2**

John Blue expressed concerns regarding bicyclists who ride at night without lights, reported park lights are out and discussed a Police vehicle using the park walkway to get to an incident.

Linda Campenella Jauron announced upcoming community meetings regarding High-Speed Rail and urged residents to voice opposition to the project.

CONSENT CALENDAR

Motion by Councilmember Avila, seconded by Councilmember Fajardo, to approve the Consent Calendar Items:

- 1) CONSIDERATION TO ADOPT RESOLUTION NO. 14-121 APPROVING THE WARRANT REGISTER
- 2) CONSIDERATION TO APPROVE CALENDAR YEAR 2015 BUSINESS LICENSE PERMITS FOR CERTAIN BUSINESS TYPES AS REQUIRED BY THE CITY CODE
- 3) CONSIDERATION TO ADOPT RESOLUTION NO. 7662 SETTING THE STATUTORY MAXIMUM FOR CITY COUNCILMEMBERS' SALARY
- 4) CONSIDERATION TO ADOPT RESOLUTION NO. 7663 ADOPTING CONFLICT OF INTEREST CODE AMENDMENTS
- 5) CONSIDERATION TO APPROVE A THREE-YEAR CO-PRODUCTION AGREEMENT WITH THE FORD THEATRE FOUNDATION FOR IMPLEMENTATION OF YEARLY JAZZED AND MOTIVATED (JAM) SESSIONS

By consensus, the motion carried.

PUBLIC HEARING

- 6) CONSIDERATION TO APPROVE ALLOCATION OF CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR (FY) 2015-2016

Mayor Pro Tem Gonzales declared the Public Hearing open.

Community Development Director Fred Ramirez presented the staff report and replied to questions from Councilmembers.

Mayor Pro Tem Gonzales called for public testimony.

John Blue reported he was unable to find information on the City's website and asked why the public was not notified.

SAN FERNANDO CITY COUNCIL**MINUTES – December 1, 2014****Page 3**

John Arroyo discussed Newton St. noting it needs to be fixed and City Manager Brian Saeki reported he will discuss the issue with Mr. Arroyo, after the meeting.

City Attorney Olivarez asked that Pages 75 through 83 and related documents be added as part of the record for this meeting.

Motion by Councilmember Avila, seconded by Councilmember Fajardo, to include Pages 75 through 83 and related documents into the record. By consensus, the motion carried.

There were no further comments.

Motion by Councilmember Avila, seconded Councilmember Lopez, to close the Public Hearing. By consensus, the motion carried.

Discussion followed regarding the opportunity to make much-needed City repairs.

Motion by Councilmember Fajardo, seconded by Councilmember Lopez, to approve staff's recommendation:

- a. Adopt Resolution No. 7661 approving the allocation of City CDBG Funds for Street Improvement Program and Projects in FY 2015-2016; and
- b. Authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Commission for approval.

The motion carried with the following vote:

AYES:	Fajardo, Lopez, Avila, Gonzales – 4
NOES:	None
ABSENT:	Ballin – 1

ADMINISTRATIVE REPORTS

7) CONSIDERATION TO APPROVE CONCEPTUAL DESIGN OF LANDSCAPING AND WATER CONSERVATION ENHANCEMENTS ON BRAND BOULEVARD MEDIANS

City Attorney Olivarez announced that Councilmember Lopez would not participate in the discussion of the item; he lives 50 feet from this project.

At this time, Councilmember Lopez exited the Council Chambers.

Deputy City Manager/Public Works Director Chris Marcarello and Jamie Yamashita, Morris, Moss and Associates, presented the staff report and replied to questions from Councilmembers.

SAN FERNANDO CITY COUNCIL**MINUTES – December 1, 2014****Page 4**

Discussion followed regarding seeking other funding sources, increases in the budget available for the program, using drought-tolerant landscaping to conserve water, expected water savings, encouraging residents to take advantage of the program and conserve water, the existing irrigation system, proposed trees, possibility of using a root-watering system, the timeline for applying for MWD funds and next steps.

Motion by Councilmember Fajardo, seconded by Councilmember Avila, to:

- a. Authorize the City Manager to proceed with landscaping design plans for the Brand Boulevard medians; and
- b. Authorize the City Manager, or designee, to apply for turf removal rebates and other available grant funding through the Metropolitan Water District to fund landscaping enhancements.

The motion carried with the following vote:

AYES:	Fajardo, Avila, Gonzales – 3
NOES:	None
RECUSE:	Lopez – 1
ABSENT:	Ballin – 1

At this time, Councilmember Lopez returned to the Chambers and took his place on the dais.

8) **CONSIDERATION TO AUTHORIZE INCREASE IN SCOPE OF WORK WITH MS NAVARRO ENGINEERING AND INCREASE IN PROJECT BUDGET FOR NITRATE REMOVAL PROJECT**

Deputy City Manager/Public Works Director Marcarello presented the staff and replied to questions from Councilmembers.

Discussion followed regarding the purchasing of nitrite containers.

Motion by Councilmember Lopez, seconded by Councilmember Avila, to:

- a. Authorize the City Manager, or designee, to approve a contract amendment (Contract No. 1725(a)) and necessary change orders with MS Navarro Engineering in the amount of \$96,316 for a total contract amount to \$553,146;
- b. Authorize an additional construction contract contingency of \$53,415 for unforeseen construction costs for the remainder of the project and authorize the City Manager, or designee to execute necessary change orders; and
- c. Adopt Resolution No. 7657 approving a budget appropriation in the amount of \$149,731 from the Water Fund to fund the increased contract costs in the amount of \$96,316 and additional construction contingency of \$53,415.

SAN FERNANDO CITY COUNCIL**MINUTES – December 1, 2014****Page 5**

By consensus, the motion carried.

9) **CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TURBO DATA SYSTEMS, INC. FOR PARKING CITATION PROCESSING SERVICES**

Police Lieutenant Nichole Hanchett presented the staff report and replied to questions from Councilmembers.

In response to Councilmember Fajardo's inquiry, Lieutenant Hanchett noted the RFP was issued close to the expiration of the contract because of staffing shortages.

Discussion followed regarding the possibility of using similar technology for street sweeping and graffiti control and future capabilities of the technology.

Motion by Councilmember Lopez, seconded by Councilmember Fajardo, to:

- a. Approve a three-year Professional Services Agreement (Contract No. 1774), with two optional one-year extensions, between the City and Turbo Data Systems, Inc. for Parking Citation Processing Services and to liaison between Department of Motor Vehicles, Franchise Tax Board and third party collections; and
- b. Authorize the City Manager to execute the Agreement.

By consensus, the motion carried.

10) **CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH GOLDEN TOUCH CLEANING INCORPORATED FOR JANITORIAL SERVICES**

Deputy City Manager/Public Works Director Marcarello presented the staff and replied to questions from Councilmembers.

Discussion followed regarding concerns with the company maintaining the pool facility, provisions and grounds for terminating contracts, the vendor vetting process and changes in the company's structure and name.

Councilmember Lopez offered a friendly amendment to a provision directing staff to return within three months for a status update within the City's newsletter.

Motion by Councilmember Lopez, seconded by Councilmember Fajardo, to:

- a. Approve a three-year Professional Services Agreement (Contract No. 1772), with a maximum of two one-year options, between the City and Golden Touch Cleaning Incorporated in the amount of \$138,000 for janitorial services; and
- b. Authorize the City Manager to execute the Agreement, as amended.

SAN FERNANDO CITY COUNCIL**MINUTES – December 1, 2014****Page 6**

By consensus, the motion carried.

11) **CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KNIGHT COMMUNICATIONS FOR INFORMATION TECHNOLOGY MANAGEMENT SERVICES**

Finance Director Nick Kimball presented the staff report.

Motion by Councilmember Lopez, seconded by Councilmember Avila, to:

- a. Approve a three-year Professional Services Agreement (Contract No. 1773), with two optional one-year extensions, between the City and Knight Communications, for an amount not-to-exceed \$120,000 per year plus up to 10% (\$12,000) per year for additional work requested by the City; and
- b. Authorize the City Manager to prepare and execute the Agreement.

By consensus, the motion carried.

COMMITTEE/COMMISSION LIAISON UPDATES

Mayor Pro Tem Gonzales discussed an upcoming High-Speed Rail meeting in the City and urged residents to attend.

GENERAL COUNCIL COMMENTS

Councilmember Fajardo reminded the public of an upcoming forum regarding AB 60, encouraged residents to attend, and wished everyone Happy Holidays.

Councilmember Avila reported attending the swearing in ceremony of the new County Supervisor who assured him the City of San Fernando will be part of her agenda and thanked him for the City's support. He addressed the High-Speed Rail project and wished everyone Happy Holidays.

Mayor Pro Tem Gonzales discussed High-Speed Rail, referenced a video placed on YouTube describing the project and its impacts to the City, and announced he will be hosting an upcoming community meeting to provide information regarding the project. He wished everyone Happy Holidays.

STAFF COMMUNICATION

Recreation and Community Services Operations Manager Ismael Aguila provided an update on upcoming events including the HELP Portraits and the Christmas Tree Lighting ceremony.

SAN FERNANDO CITY COUNCIL**MINUTES – December 1, 2014****Page 7**

Finance Director Kimball announced City Hall will be closed between Christmas and New Year's and the City will be extending the due dates for water bills.

Police Chief Parks spoke about AB 60 and Councilmember Fajardo's work related to the matter and introduced Joe Cervantes who provided information regarding the upcoming community forum relative to AB 60.

Councilmember Fajardo acknowledged new Assemblymember Patty Lopez.

ADJOURNMENT (7:37 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of December 1, 2014, meeting as approved by the San Fernando City Council.

*Cynthia Alba
Deputy City Clerk/Management Analyst*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**APRIL 6, 2015 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:10 p.m.

Present:

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

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Police Explorer Yvonne Gonzales

PRESENTATION

Vice Mayor Ballin commended Julie Cuellar for her leadership in the Relay for Life event and presented her with a check for \$1,000 (Republic Services - Community Investment Funds) to assist with Relay for Life program costs.

APPROVAL OF AGENDA

Mayor Fajardo requested moving Item Nos. 6 and 7 up on the agenda.

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

PRESENTATIONS (CONTINUED)

The following presentation was made:

SAN FERNANDO CITY COUNCIL**MINUTES – April 6, 2015****Page 2**

- a) OATH OF OFFICE ADMINISTERED TO NEW POLICE CHIEF ANTHONY VAIRO

PUBLIC STATEMENTS – WRITTEN/ORAL

John Blue discussed the dangers of the West Nile Virus and distributed information about the illness.

Julia Arechiga spoke about her experience losing her job and wages by a company hired by the City and asked the City to review the matter.

Renato Lira, San Fernando Valley LGBT Community Center, recognized City Clerk Chávez, Vice Mayor Ballin, and Mayor Fajardo for their work and dedication to the City.

Francisco Javier Verdin welcomed the new Council and spoke in favor of reestablishing the Cultural Arts Commission and allowing non-residents of San Fernando to participate as members.

Richard Arroyo spoke in support of reestablishing the Cultural Arts Commission, the possibility of forming a Historical Commission, for Council to consider allowing non-residents of San Fernando to participate and increasing volunteerism.

CONSENT CALENDAR

Motion by Councilmember Lopez, seconded by Vice Mayor Ballin, to approve the Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF MARCH 11, 2015 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT RESOLUTION NO. 15-041 APPROVING THE WARRANT REGISTER
- 3) ADOPTION OF ORDINANCE NO. 1641 MODIFYING THE TITLE OF VICE MAYORPORE TO VICE MAYOR AND MAKING CONFORMING MODIFICATIONS TO THE SAN FERNANDO CITY CODE AND OTHER DOCUMENTS

By consensus, the motion carried.

ADMINISTRATIVE REPORTS

- 6) CONSIDERATION TO RATIFY CITY COUNCIL LIAISON ASSIGNMENTS LIST FOR 2015-2016

Mayor Fajardo discussed the proposed changes to the City Council Liaison Assignments list.

SAN FERNANDO CITY COUNCIL**MINUTES – April 6, 2015****Page 3**

Vice Mayor Ballin introduced Councilmember Dante Acosta from the City of Santa Clarita, reported he reached out to her to see if Council would consider allowing him to sit for two more years on SCAG and noted she supports an additional year and requiring him to report to the City, quarterly.

Santa Clarita Councilmember Dante Acosta and Regional Council Representative to SCAG, District 67, discussed his involvement in SCAG, requested that Council consider allowing him to remain on SCAG, noting the need for continuity, and committed to working as an advocate for San Fernando and Santa Clarita, at SCAG.

Discussion followed regarding the possibility of bringing the item back to the next Council meeting for discussion, the need to review the matter with SCAG and understanding the history of the relationship between the two cities and SCAG.

Staff was directed to bring the matter back to the next City Council meeting for further discussion and consideration, without objection.

Councilmember Gonzales expressed disappointment at having been taken removed as liaison to the High Speed Rail Authority noting his work and accomplishments during his term.

Councilmember Lopez offered his availability to serve as the Council liaison for SCAG.

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to ratify the City Council Liaison for 2015-2016, as amended to remove Vice Mayor Ballin as the Council liaison for SCAG. By consensus, the motion carried.

7) APPOINTMENT TO THE PLANNING AND PRESERVATION COMMISSION

Councilmember Soto introduced Pilar Enriquez, his new appointment to the Planning and Preservation Commission, and spoke about the need for strong leadership to move the City forward, Ms. Enriquez's experience and her capabilities.

Motion by Councilmember Soto, seconded by Councilmember Gonzales, to appoint Pilar Enriquez to the Planning and Preservation Commission as Councilmember Soto's representative. By consensus, the motion carried.

4) CONSIDERATION OF PROPOSED FISCAL YEAR 2015-2016 BUDGET CALENDAR

Finance Director Nick Kimball presented the staff report and asked for Council input regarding the tentative budget calendar and urged Councilmembers to let him know their availability.

City Manager Saeki offered to have the discussion offline, with Mr. Kimball and will let Councilmembers know of dates for the budget study sessions in order to finalize the Budget Calendar for Fiscal Year 2015-2016.

SAN FERNANDO CITY COUNCIL**MINUTES – April 6, 2015****Page 4**

- 5) CONSIDERATION TO DESIGNATE A COUNCILMEMBER TO FILL THE VACANT TRANSIT ORIENTED DEVELOPMENT (TOD)OVERLAY ZONE PROJECT'S DEVELOPMENT ADVISORY COMMITTEE POSITION

Mayor Fajardo noted this item was previously addressed on the agenda, requested an update of what has transpired as part of the TOD process, asked for an attendance record, and that staff place the item on the next agenda so Council has the ability to reorganize the Development Advisory Committee, if allowed.

COMMITTEE/COMMISSION LIAISON UPDATES

None

GENERAL COUNCIL COMMENTS

Councilmember Gonzales congratulated Police Chief Vairo.

Vice Mayor Ballin spoke in support of Mr. Verdin and Mr. Arroyo's recommendation to allow non-residents of San Fernando to serve on the Cultural Arts and Education Commissions.

Mayor Fajardo reported he has been in communication with Senator Hertzberg's office, noted Senator Hertzberg would like to work on several projects with San Fernando, and listed items he requested including a map of the City, statistics and data regarding the City's geographical information and energy consumption.

STAFF COMMUNICATION

City Manager Saeki apologized to Assemblymember Lopez relative to misinformation regarding a one-year sponsorship by former Assemblymember Raul Bocanegra.

ADJOURNMENT (7:21 P.M.)

Motion by Councilmember Gonzales, seconded by Councilmember Lopez, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of April 6, 2015, meeting as approved by the San Fernando City Council.

Cynthia Alba
Deputy City Clerk/Management Analyst

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**APRIL 20, 2015 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:09 p.m.

Present:

Council: Mayor Joel Fajardo, Mayor Pro Tem Sylvia Ballin, and Councilmembers Robert C. Gonzales, Antonio Lopez and Jaime Soto

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Mayor Fajardo

APPROVAL OF AGENDA

Mayor Pro Tem Ballin requested that Item No. 9 be placed on the next agenda and City Manager Saeki suggested that Item No. 10 be carried over too since they are related items.

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Gonzales, to approve the agenda as amended. By consensus, the motion carried.

PRESENTATION

The following presentations were made:

- a) INTRODUCTION OF NEW POLICE LIEUTENANT CHRISTIAN COLELLI AND NEW POLICE SERGEANT CJ CHIASSON
- b) CERTIFICATES OF RECOGNITION TO LETICIA CHÁVEZ AND ANDREA LEMUS
- c) ARBOR DAY PROCLAMATION

SAN FERNANDO CITY COUNCIL**MINUTES – April 20, 2015****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

John Arroyo said that service hours need to be extended for the City Trolley and the Mission City Transit.

Leticia Chávez talked about individuals requiring special needs and reported that The Puzzle Pathway brings resources to the community.

Pablo Martinez talked about a non-profit organization that he co-founded, and they specialize in removing toxic materials (i.e., paint, computers, television sets, antifreeze, etc.) that are dumped in public spaces.

John Blue spoke about his exposure to Agent Orange in Vietnam, reported that some areas at City parks need lighting, and noticed 55 gallon drums at the City Yard, adding that he hopes they are not full of dangerous chemicals.

CONSENT CALENDAR

Councilmember Gonzales pulled Item No. 2 for further discussion.

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Gonzales, to approve Consent Calendar Item No. 1:

- 1) CONSIDERATION TO ADOPT RESOLUTION NO. 15-042 APPROVING THE WARRANT REGISTER

By consensus, the motion carried.

Item Pulled for Further Discussion:

- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING A TUITION DISCOUNT PROGRAM AGREEMENT BETWEEN THE CITY OF SAN FERNANDO AND THE UNIVERSITY OF LA VERNE

City Manager Saeki presented the staff report and replied to questions from Councilmembers.

Discussion followed regarding the possibility of the City hosting classes which would be available to City staff, the Los Angeles County Sheriff's and LAPD and the possibility of offering classes to residents.

Motion by Councilmember Gonzales, seconded by Mayor Pro Tem Ballin, to:

- a. Adopt Resolution No. 7669 approving a Tuition Discount Program Agreement; and
- b. Authorize the City Manager to execute the Agreement (Contract No. 1787) between the City and the University of La Verne.

SAN FERNANDO CITY COUNCIL**MINUTES – April 20, 2015****Page 3**

By consensus, the motion carried.

ADMINISTRATIVE REPORTS**3) CONSIDERATION TO APPROVE THE RECREATION SPORTS PROGRAMS PROPOSAL**

Interim Recreation Supervisor Joe Goss gave the staff report. He and Recreation and Community Services Director Ismael Aguila replied to questions from Councilmembers.

Discussion followed regarding doing a needs assessment of all facilities in the City, the need for a Park Master Plan, community outreach to promote swimming programs/classes, expanding adult co-ed sports programs, challenges with space and resources and additional staffing needs.

Motion by Councilmember Gonzales, seconded by Councilmember Soto, to:

- a. Approve the Recreation Sports Programs Proposal; and
- b. Direct City staff to request funds for a Park Master Plan through the Fiscal Year 2015-2016 budget process at a cost of approximately \$60,000.

By consensus, the motion carried.

4) CONSIDERATION TO APPROVE CONCEPTUAL DESIGN OF TRAFFIC SAFETY AND LANDSCAPING ENHANCEMENTS AT PARKING LOT 5 AND TRUMAN STREET STREETScape FROM SAN FERNANDO MISSION BOULEVARD TO BRAND BOULEVARD

Deputy City Manager/Public Works Director Chris Marcarello presented the staff report and introduced landscape architect Robert Nava. Both replied to questions from Councilmembers.

Discussion ensued regarding the design, Ficus trees, increasing the number of bike racks, trash bin enclosures and illegal dumping, ground cover, egress and ingress issues, non-compliance of businesses regarding trash pick-up, electric vehicle station, the retail property owner, parking, considering water conservation, the importance of avoiding removal of trees, increasing lighting, types of replacement trees, developer contributions for the improvements and the need for a Tree Master Plan.

Mayor Fajardo invited Mall Association President Tom Ross to provide feedback.

Tom Ross asked about the length of time for construction, noted trash is a big issue, suggested the possibility of installing a trash compactor, asked about the alley, said fixtures should match those in the rest of the mall, and spoke in support of installing landscaping that is easy to maintain.

Motion by Councilmember Lopez, seconded by Councilmember Gonzales, to:

SAN FERNANDO CITY COUNCIL**MINUTES – April 20, 2015****Page 4**

- a. Provide input and direction related to the proposed conceptual design for traffic safety and aesthetic enhancements at Parking Lot 5 and along Truman Street (from San Fernando Mission Boulevard to Brand Boulevard); and
- b. Authorize the City Manager to proceed with construction design plans for Parking Lot 5 and Truman Street Streetscaping Improvements.
- c. Add bike racks to the area and look at options of those businesses facing the street, and electric vehicle stations.

Mayor Fajardo offered a friendly amendment to include two conceptual designs which was accepted by Councilmembers Lopez and Gonzales.

The motion carried with the following vote:

AYES: Lopez, Gonzales, Ballin, Fajardo – 4

NOES: Soto – 1

ABSENT: None

5) SOLID WASTE FRANCHISE SERVICES ANNUAL REVIEW

Deputy City Manager/Public Works Director Marcarello introduced Republic Services representatives Rafael Garcia and Tanya Ragland who presented a report.

Discussion ensued amongst Councilmembers and staff regarding non-payment provisions, the need for additional outreach to residents regarding billing, illegal dumping in alleys, increased bulky-item pickups, options for payments, showing a sense of pride in the City by including signage on waste trucks, promoting the recycling awards program, efforts made by Republic Services to improve service, challenges with commercial customers.

Tom Ross, Downtown Mall Association, acknowledged trash challenges in the business districts and discussed monthly billings and suggested tying waste billing with the water bill.

Discussion followed regarding Republic Services being in compliance with contract requirements.

City Attorney Olivarez reported no motion is necessary and suggested that Council receive and file the Solid Waste Franchise Services annual report.

The report was received and filed, without objection.

6) UPDATE ON TRANSIT ORIENTED DEVELOPMENT OVERLAY ZONE PROJECT

Community Development Director Fred Ramirez presented the staff report.

SAN FERNANDO CITY COUNCIL**MINUTES – April 20, 2015****Page 5**

Discussion ensued regarding items crucial to the City, the possibility of San Fernando becoming a "walking city", preserving the culture of the City, residents' aversion to low-income housing in the TOD overlay and the need to be inclusive.

Mayor Pro Tem Ballin reported Councilmember Lopez is better suited to be on the TOD Development Advisory Committee than she and suggested that he replace her on the TOD. It was noted staff will need to place the item on Council's next agenda for consideration and action.

Discussion continued regarding embracing a culture of diversity, consequences of Council not approving the TOD overlay as recommended, being inclusive and transparent in the process, and consideration by the Planning Commission.

There was no formal action taken on this item.

7) CALIFORNIA HIGH-SPEED RAIL (HSR) PROJECT UPDATE

City Manager Saeki presented the staff report and reviewed changes to a letter from City Council to the California High-Speed Rail Authority Board of Directors.

Discussion followed regarding the possibility of other cities joining in a lawsuit against HSR, discussing that issue during Closed Session, determining the desired level of public outreach, distributing information about the HSR at other City events, discussing HSR at every available opportunity, the need to hire a public relations firm to help the City develop and distribute its message, holding several big events to educate the public, working with existing coalitions to band together.

Motion by Councilmember Gonzales, seconded by Mayor Pro Tem Ballin, to:

- a. Approve the revised letter from the San Fernando City Council to the California High-Speed Rail Authority Board of Directors;
- b. Approve a letter from the North Los Angeles County Communities Protection Coalition to the California High Speed Rail Authority Board of Directors; and
- d. Provide direction related to future public outreach efforts and including suggested changes to the letter.

By consensus, the motion carried.

**8) SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)
APPOINTMENT TO THE REGIONAL COUNCIL DISTRICT 67**

City Manager Saeki gave a brief report.

It was noted Councilmember Soto is not able to serve on SCAG.

SAN FERNANDO CITY COUNCIL**MINUTES – April 20, 2015****Page 6**

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Soto, to approve the appointment of Councilmember Lopez as the City's representative to serve on the Southern California Association of Governments Regional Council for District 67. By consensus, the motion carried.

- 9) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE CITY COUNCIL PROCEDURAL MANUAL BY REVISING VARIOUS SECTIONS

Item removed under Approval of Agenda.

- 10) CONSIDERATION TO ADOPT AN ORDINANCE REGARDING THE REGULATION OF BEHESTED PAYMENTS

Item removed under Approval of Agenda.

- 11) DISCUSSION REGARDING ADMINISTRATIVE POLICY PERTAINING TO CITY COUNCIL CONTACTS

Mayor Fajardo noted this item fits in with the discussion on the City Council Procedure Manual and suggested tabling it to the next City Council meeting.

Motion by Councilmember Gonzales, seconded by Councilmember Lopez, to table the item to the next City Council meeting. By consensus, the motion carried.

- 12) DISCUSSION REGARDING CITY COUNCIL POLICY PERTAINING TO ATTORNEY SERVICES

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Gonzales, to table the item to the next City Council meeting. By consensus, the motion carried.

- 13) DISCUSSION REGARDING THE MUNICIPAL EQUALITY INDEX REPORT FOR THE CITY OF SAN FERNANDO

Mayor Fajardo presented a brief report addressing recommendations from the Human Rights Campaign and suggested holding events in connection with the announcement from the Supreme Court related to marriage equality.

Motion by Mayor Fajardo, seconded by Mayor Pro Tem Ballin, to have a liaison to the Human Rights Commission to address LGBTQ issues, assign a liaison to the City Manager and Mayor regarding LGBTQ needs in the community, assign a liaison to the Police Department and post it on the City's website, and codify a policy for vendors against discrimination of the LGBTQ community, by June 1, 2015. By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – April 20, 2015****Page 7****COMMITTEE/COMMISSION LIAISON UPDATES**

Councilmember Gonzales discussed a recent meeting of the Los Angeles Library Commission (LALC) noting a problem with quorums and the possibility of assigning two elected officials and an alternate as part of the LALC, spoke about San Fernando hosting the next LALC meeting at City Hall, and reported the ICA met but did not have a quorum.

Councilmember Lopez provided an update of recent Metro meetings and items discussed.

Mayor Pro Tem Ballin reported Councilmember Gonzales will take the lead on the Ad Hoc Committee, noted a meeting will be scheduled, next week and stated that subsequently, meetings will be scheduled with members of the committee.

Mayor Fajardo discussed the HSR Ad Hoc Committee, addressed the need to work collectively for a better solution, and listed suggestions made by Mr. Dipinto.

GENERAL COUNCIL COMMENTS

Councilmember Gonzales stated he enjoyed the Arbor Day presentation.

Councilmember Lopez encouraged Council to be inclusive as San Fernando is a multicultural community and noted the City is constantly evolving and the need to be progressive and open-minded.

Mayor Pro Tem Ballin agreed with Councilmember Lopez noting Council represents everyone in the community (including guests), noted the need to embrace diversity and not create discrimination, and stressed that she is not part of a majority and will make her decisions based on their merits.

Mayor Fajardo agreed with Mayor Pro Tem Ballin and stated he would like to authorize the City Manager to make a selection between Councilmembers and/or Commissioners to review the Republic Services Scholarship applications.

City Manager Saeki stated he would prefer that Council make the decision, as a group.

City Attorney Olivarez recommended placing the matter on the next City Council agenda.

Mayor Fajardo offered to work with the City Manager to reinstate a State of the City address and Mayor Pro Tem Ballin stated she would like that on the next agenda for a full discussion.

STAFF COMMUNICATION

City Manager Saeki reported that relative to HSR, his request for a 100-foot right of way through the City was granted and addressed its specific location. Additionally, he reported Council priorities will be placed on the next meeting agenda.

SAN FERNANDO CITY COUNCIL**MINUTES – April 20, 2015****Page 8**

Deputy City Manager/Public Works Director Marcarello gave a brief update on a recent MWD meeting where discussion occurred regarding the Governor's declaration of an emergency water shortage and mandatory conservation measures.

ADJOURNMENT (9:47 P.M.)

Motion by Councilmember Gonzales, seconded by Mayor Pro Tem Ballin, to adjourn the meeting in memory of former Councilmember Ray Ojeda. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of April 20, 2015, meeting as approved by the San Fernando City Council.

Cynthia Alba
Deputy City Clerk/Management Analyst

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JUNE 2, 2015 – 5:00 P.M.
SPECIAL MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 5:03 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin, and Councilmembers Robert C. Gonzales (arrived at 5:12 p.m.), and Antonio Lopez

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez and City Clerk Elena G. Chávez

Absent: Councilmember Jaime Soto

RECESS (5:04 P.M.)

Mayor Fajardo called for a brief recess to move all into the Community Room.

RECONVENE (5:08 P.M.)

PLEDGE OF ALLEGIANCE

Led by Mayor Fajardo

At this time, Mayor Fajardo announced the meeting would proceed with Item No. 1 and public statements would be at the end of the meeting (Ms. Katherine Aguilar Perez-Estolano would be leaving at 6:00 p.m.)

SPECIAL MEETING

- 1) DISCUSSION WITH CALIFORNIA HIGH-SPEED RAIL AUTHORITY BOARD MEMBER KATHERINE AGUILAR PEREZ-ESTOLANO

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – June 2, 2015
Page 2**

California High-Speed Rail Authority Board Member Katherine Aguilar Perez-Estolano introduced herself and made a brief presentation.

At this time, Mayor Fajardo called for a motion to approve the agenda.

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

Item No. 1 was continued with Finance Director Nick Kimball who gave the staff report and City Manager Saeki also provided additional input. Both replied to questions from Councilmembers.

Discussion ensued regarding the financial impact analysis, the proposed SR 14 Route (and the potential to require land acquisition of adjacent privately-owned properties with existing commercial and industrial uses), possible loss of City revenues and potential cut in service levels, review of Study Areas 1, 2 and 3, and other impacts.

Discussion continued amongst Councilmembers, Ms. Aguilar Perez-Estolano, and staff.

Presentation only; no formal action taken on this item.

PUBLIC STATEMENTS – WRITTEN/ORAL

The following individuals provided comments:

Martha Diaz

John Blue

Miguel (did not state last name)

Dave Di Pinto

ADJOURNMENT (6:17 P.M.)

Motion by Councilmember Gonzales, seconded by Councilmember 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 June 2, 2015 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**AUGUST 17, 2015 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:06 p.m.

Present:

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

Staff: City Manager Brian Saeki, Deputy City Attorney Richard Padilla, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Police Explorer Jose Figueroa

APPROVAL OF AGENDA

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

PRESENTATION

The following presentation was made:

- a) CERTIFICATE OF RECOGNITION TO IYANA ROXONIE "ROXY" VERDUZCO – 2015 JUNIOR OLYMPIC AND PREP NATIONAL CHAMPIONSHIP GOLD MEDAL WINNER

PUBLIC STATEMENTS – WRITTEN/ORAL

John Arroyo talked about "skateboard graffiti bandits" and the possibility of using tennis courts for skateboarding to get kids off the streets.

SAN FERNANDO CITY COUNCIL**MINUTES – August 17, 2015****Page 2**

John Blue talked about a business proposal he presented at a previous meeting, provided an update regarding Julia Arechiga's complaint regarding her previous employer (she was awarded back pay by the Labor Commission), and discussed the proposed High-Speed Rail project.

Michael Remenih expressed his concerns regarding misleading comments made by Councilmember Soto and presented examples of what he called, "Soto-isms".

Michelle Guijarro spoke about the City needing to do something about on-going illegal fireworks and suggested the City put up signs or posters regarding possible fines.

Robert Ortega addressed his comments to Councilmember Soto and said that from what he read in *The Sun*, he would like to get a recall started.

Pilar Enriquez spoke about Councilmembers' actions speak louder than their words, noted they were elected to be leaders and not puppets, and said that the majority of problems are due to a lack of good strategic planning and strong leadership.

CONSENT CALENDAR

Motion by Vice Mayor Ballin, seconded by Councilmember Soto, to approve the Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF:
 - a. AUGUST 3, 2015 – SPECIAL MEETING
 - b. AUGUST 3, 2015 – REGULAR MEETING
 - c. AUGUST 6, 2015 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT RESOLUTION NO. 15-082 APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT ORDINANCE NO. 1643 RELATING TO NON-DISCRIMINATION IN CITY CONTRACTS
- 4) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO POLICE CIVILIANS' ASSOCIATION AND ADOPT A RESOLUTION FOR IMPLEMENTING THE COST SHARING FOR EMPLOYER PAID MEMBER CONTRIBUTIONS
- 5) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE PROPERTY TAX RATE REQUIRED TO MEET THE CITY'S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2015-2016
- 6) CONSIDERATION TO ADOPT A RESOLUTION APPROPRIATING FEDERAL AND STATE ASSET FORFEITURE FUNDS IN FISCAL YEAR 2015-2016

SAN FERNANDO CITY COUNCIL**MINUTES – August 17, 2015****Page 3****7) CONSIDERATION TO APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL ENGINEERING SERVICES**

By consensus, the motion carried.

ADMINISTRATIVE REPORTS

Mayor Fajardo announced that the following item was moved up on the agenda.

9) CONSIDERATION TO APPOINT A MEMBER TO THE DEVELOPMENT ADVISORY COMMITTEE FOR THE TRANSIT ORIENTED DEVELOPMENT OVERLAY ZONE PROJECT

Mayor Fajardo introduced Veronica Pacheco and addressed her qualifications.

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to appoint Veronica Pacheco as the At-large Community Representative member to the Development Advisory Committee for the Transit Oriented Development Overlay Zone Project. By consensus, the motion carried.

8) PRESENTATION OF THE CITY OF SAN FERNANDO'S FINANCIAL TRANSPARENCY INITIATIVE

Finance Director Nick Kimball presented the staff report. He and Deputy City Attorney Padilla replied to questions from Councilmembers.

Discussion followed regarding categorization of the City Attorney's data, updating the City's website and the timeline for completion, the importance of increasing transparency, and the public records request process and related fees.

By consensus, Councilmembers received and filed the report on the City's Financial Transparency Initiative powered by Socrata financial transparency software.

10) CONSIDERATION TO ADOPT A RESOLUTION SUPPORTING SENATE BILL 3 (VIDAK) THAT WOULD ADD SECTION 2704.69 TO THE STREETS AND HIGHWAYS CODE, RELATING TO TRANSPORTATION

City Manager Saeki presented the staff report and Councilmembers provided feedback and comments regarding this item.

Discussion followed regarding use of the available proceeds, the costs of the High-Speed Rail Project, support for increased funding for structural repairs and the League of California Cities' position regarding letting voters decide on bills, in general.

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin to adopt Resolution No. 7693 and authorize the City Attorney to add a statement indicating the City's support for increased funding for local transportation, highways, streets, and bridges.

SAN FERNANDO CITY COUNCIL**MINUTES – August 17, 2015****Page 4**

The motion carried with the following vote:

AYES: Fajardo, Ballin, Soto, Gonzales, Fajardo – 5

NOES: None

11) UPDATE ON WATER REBATES, INCENTIVES AND GRANTS PROGRAMS FOR RESIDENTS AND BUSINESSES

Councilmember Soto explained why he placed this item on the agenda and Deputy City Manager/Public Works Director Chris Marcarello replied to questions from Councilmembers.

Discussion followed regarding funds allocated for inspections, rebates, incentives and programs available, efforts to educate the community, the number of people taking advantage of the incentives/programs, the possibility of MWD giving a presentation to City Council in the future, and the importance of attending MWD meetings.

No formal action was taken on this item.

12) SEWER SYSTEM FOLLOW UP CONCERNS

Councilmember Soto explained why he placed this item on the agenda and provided details of proposed solutions.

Discussion ensued and Deputy City Manager/Public Works Director Marcarello replied to questions from Councilmembers.

By consensus, staff was directed to: 1) provide a copy of a map and timeline for the remaining work for the closed captioned television and root cleaning; 2) check to see if there are any studies by the Environmental Protection Agency regarding water quality issues; and 3) attempt to make videos available to the public.

13) SECURITY CONCERNS REGARDING THE CITY OF SAN FERNANDO'S WATER WELL ON DRONFIELD AVENUE AND HUBBARD STREET

Councilmember Soto explained why he placed this item on the agenda and talked about his concerns regarding security issues. He asked that Deputy City Manager/Public Works Director Marcarello conduct a Council tour of the facilities and execute a heightening of security measures including virtual patrol.

Deputy City Manager/Public Works Director Marcarello discussed existing security measures including use of the SCADA system.

Police Chief Vairo acknowledged some break-ins and warned about discussing security measures in public as it may compromise the sites.

SAN FERNANDO CITY COUNCIL**MINUTES – August 17, 2015****Page 5**

Councilmember Lopez spoke about not alarming the community, noted the City's facilities are secure, security issues should be discussed at staff-level, and reported that Council should consider only items that have been vetted.

Vice Mayor Ballin reported taking at tour, along with some staff members, of the EOC of the MWD and stressed that the City is serious about securing water resources and addressed the City's partnership with MWD.

City Manager Saeki reported that San Fernando's water supply is safe; multiple times during the day, City employees check the chemistry. He reported that there are numerous safety precautionary measures that obviously could not be discussed in a public meeting.

Councilmember Soto discussed the need to work together to forge an alliance to have the best solution to a system that could be improved.

Vice Mayor Ballin discussed the virtual patrol, noted money was misspent, but staff has done a good job of maintaining the integrity of the system.

Mayor Fajardo agreed and urged colleagues to vet issues with staff to ensure that all facts are checked, and that accurate and pertinent information is provided.

Councilmember Lopez urged Councilmember Soto to contact the City Manager or Police Department with issues related to security.

Councilmember Soto noted the item was on the agenda, stated that others had a chance to table it prior to the meeting and reported he will continue to be honest and transparent.

No formal action was taken on this item.

14) DISCUSSION AND REQUEST FOR DIRECTION REGARDING THE
DEVELOPMENT OF COMPREHENSIVE DECORUM AND CODE OF CONDUCT
POLICY

City Manager Saeki requested direction relative to developing comprehensive rules of decorum and a code of conduct policy.

Councilmember Soto discussed the need for specific examples and City Manager Saeki clarified these would be rules Council would adopt, relative to interactions with the public, staff and Council colleagues, not to place restrictions, but to set ground rules.

Deputy City Attorney Padilla reported other cities have adopted similar rules which have been proven helpful.

Councilmember Soto expressed concerns with any regulation that would limit free speech and voiced opposition of the item.

SAN FERNANDO CITY COUNCIL**MINUTES – August 17, 2015****Page 6**

Vice Mayor Ballin discussed the importance of having rules of conduct and noted the policy should include the opportunity to remove a commissioner who conducts in such a manner as to put the City at risk for a lawsuit.

Mayor Fajardo expressed concerns with limiting free speech, reported the City Council Procedural Manual includes rules of decorum, rules should apply to commissioners and Councilmembers, spoke about the need to move Council priorities forward, and suggested clarifying the removal process when the City updates committees/commissions.

Councilmember Soto agreed with Mayor Fajardo's comments and stated he would not want to see colleagues restricted, addressed existing rules and regulations, and felt that people need to be reminded of them, periodically.

Motion by Vice Mayor Ballin, seconded by Councilmember Lopez, to develop a comprehensive decorum and code of conduct policy which can be returned to the City Council within the next 30-45 days for discussion, deliberation, and possible approval, including opportunities for removal of commissioners.

The motion carried with the following vote:

AYES:	Ballin, Lopez, Gonzales – 3
NOES:	Soto, Fajardo – 2

COMMITTEE/COMMISSION LIAISON UPDATES

Councilmember Gonzales gave an update on a recent ICA meeting, reported there was no Library Commission meeting and noted an upcoming Education Commission meeting.

Vice Mayor Ballin presented an update on a recent MWD meeting, highlighted the Water Planning Committee partnership with member agencies in terms of water conservation.

GENERAL COUNCIL COMMENTS

Councilmember Soto spoke about working together, as a Council and community, to improve the City, discussed securing the City's infrastructure, addressed the need for street repairs, and noted he will continue to work to improve the City and be transparent.

Councilmember Gonzales congratulated Roxy Verduzco on her personal achievements and discussed the San Fernando 5K Relay.

Councilmember Lopez thanked staff for all the great work.

Vice Mayor Ballin asked about informing residents of the location of cooling centers.

SAN FERNANDO CITY COUNCIL**MINUTES – August 17, 2015****Page 7****STAFF COMMUNICATION**

None

ADJOURNMENT (8:16 P.M.)

Motion by Councilmember Gonzales, seconded by Councilmember Soto, to adjourn the meeting.
By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 17, 2015, meeting as approved by the San Fernando City Council.

Cynthia Alba
Deputy City Clerk/Management Analyst

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**OCTOBER 19, 2015 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:02 p.m.

Present:

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

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, Deputy City Attorney Richard Padilla, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Police Explorer Samantha Martinez

APPROVAL OF AGENDA

City Manager Saeki reported that Attachment “A” (the contract) regarding Item No. 4 was submitted after the agenda packet was prepared and was provided at the dais for City Council consideration.

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

PRESENTATIONS

The following presentations were made:

- a) LOS ANGELES FIRE DEPARTMENT OVERVIEW (ANNUAL REPORT)
- b) 5K REWARDS PROGRAM

SAN FERNANDO CITY COUNCIL**MINUTES – October 19, 2015****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Khalil Haidarnia, Sylmar, talked about an “underground” taxi that robbed him and he said that he filed a claim against the City.

Dee Akemon said she’s lived in the City since 1960 and it saddens her that the palm trees on Brand Blvd. were cut down and she asked who was responsible.

Margarita Montanez also asked who ordered the removal of the palm trees, is pleased about the police department’s three-minute response time, and thanked Councilmember Soto for his support.

John Arroyo is also upset about the palm tree issue and would like to see the removal of islands that are in the middle of streets because they take away parking spaces and cause accidents.

Tom Ross, Chamber of Commerce and Downtown Association, said he’s disappointed that the palm tree issue has escalated to this point, the trees are not native to California, are water thirsty, and go against conservation efforts, and as a business person, he is more interested in seeing this town beautified, not vilified.

Pilar Enriquez expressed disappointment regarding the Planning Commission’s 3-2 vote in favor of the Transit Oriented District despite the protests and many people speaking (and writing) against the project and said the palm tree issue is very upsetting and asked Council to not let mistakes continue to happen.

Ana Maria Barrosa said the palm tree issue saddens her and asked how it could have happened. She said that she invited people to come to the meeting to speak but they are discouraged because there isn’t enough Spanish content.

Miguel Montanez said he tried to look for information on the City’s website to research how the palm tree mistake occurred and could not find anything and if, according to the press release, the plan was reviewed several times, then how did this mistake happen.

Mary Mendoza said they want to know who authorized the destruction of the trees and whether it was professional incompetence and negligence and residents are demanding the replacement and full cost to be the sole responsibility of those that allowed the destruction (residents should not pay for the damage).

Ronald Rowland, Hope of the Valley Rescue Mission, provided information regarding the organization and reported that there will be shelters opening up in Pacoima and Sylmar.

Brenda Perez is very upset about removal of the palm trees, there are puppet strings above some Councilmembers’ heads and the corruption needs to stop. She added she is happy that the community is coming together, and commended Councilmember Soto for defending the residents.

SAN FERNANDO CITY COUNCIL**MINUTES – October 19, 2015****Page 3**

Michael Remenih believes that Councilmember Soto has been a thorn in the City and explained why he believed so.

Julie Cuellar said she is very disappointed about the palm tree mistake, residents are upset that they're not being heard, talked about the Transit Oriented Development hearing, and spoke in support of Councilmember Soto.

Richard Arroyo said his family has had roots here since 1911 and is very upset about the removal of palm trees and added it's not just about the six trees, but what they represented.

Paul Luna said he's lived here over 60 years and people are getting emotional about trees that are not historical. We need to get back on track and focus on residents' needs and not on misinformation and lies that people are spreading.

Margarita Servacio is upset about removal of the palm trees, wished Council would pay attention to the residents, and said that she believes that Councilmember Soto is for the community.

A male speaker felt the message is getting lost; acknowledged people are upset about the removal of the palm trees but, indicated they are more upset about not being informed and the lack of transparency.

CONSENT CALENDAR

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to approve the Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF:
 - a. SEPTEMBER 16, 2015 – SPECIAL MEETING
 - b. OCTOBER 5, 2015 – SPECIAL MEETING
 - c. OCTOBER 5, 2015 – REGULAR MEETING
- 2) CONSIDERATION TO ADOPT RESOLUTION NO. 15-102 APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ACCEPT THE NATIONAL ENDOWMENT FOR THE ARTS GRANT AWARD TO SUPPORT THE CITY'S MARIACHI MASTER APPRENTICE PROGRAM
- 4) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL TO PROVIDE FULL SERVICE ADMINISTRATION AND IMPLEMENTATION OF THE CITY OF SAN FERNANDO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
- 5) CONSIDERATION TO APPROVE A VEHICLE DONATION FROM THE CITY OF VERNON

SAN FERNANDO CITY COUNCIL**MINUTES – October 19, 2015****Page 4**

By consensus, the motion carried.

PUBLIC HEARING

6) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE MAKING FINDINGS AND ESTABLISHING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, PROCESSING, AND APPROVAL OF APPLICATIONS AND ISSUANCE OF PERMITS TO ESTABLISH DENTAL OR MEDICAL CLINICS

City Clerk Chávez read the title of the Ordinance and Deputy City Attorney Padilla presented the staff report and replied to questions from Councilmembers.

Deputy City Attorney Padilla clarified that this urgency ordinance establishes a moratorium, stopping the applications and issuance of permits establishing dental and medical clinics. The basic function of this ordinance is to halt the inclusion of clinics, it freezes any new medical or dental clinics in the City, at a minimum of 45 days in order for staff to conduct more studies on the subject.

Discussion followed regarding the need to study parking issues related to the clinics, complaints received from the public regarding the influx of medical clinics in the City, impacts of the moratorium to existing facilities, analyzing the parking demand the uses generate, the need for additional information and time to review the effects of the moratorium, the need for moving quickly on this matter, and providing additional opportunities for the public to comment.

Mayor Fajardo opened the Public Hearing and called for public testimony.

Gustavo Franco said everyone has families here and no one wants drug clinics in the City.

Pilar Enriquez said the community is concerned about all of the pharmacies and clinics that are opened in the City, asked why so many are needed, and said she believes there is something behind all of this.

John Arroyo said there are enough drug stores and clinics and stated the City does not need more dentists robbing people in the City.

Julie Cuellar agreed there are enough medical clinics and dental offices and asked about how often existing facilities are checked to make certain they are not committing medical fraud and illegal activities.

Brenda Perez agreed with Councilmember Soto, noted the community did not know this was on the agenda and challenged the other four Councilmembers to do what they said during their campaigns.

(Female speaker – did not state name) asked if there are current/pending applications for those types of businesses in the City.

SAN FERNANDO CITY COUNCIL**MINUTES – October 19, 2015****Page 5**

Michael Remenih said he has attended every meeting for years now and has seen tremendous transparency since the recall election. He encouraged everyone to come to the meetings, listen, and get involved.

Christine Provencio spoke about the need for the City to provide materials in Spanish, as San Fernando is a dominantly Hispanic community.

There being no additional comments, Mayor Fajardo closed the public comment portion of the hearing.

Staff replied to comments and concerns made by audience members.

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to waive full reading and adopt Urgency Ordinance No. U-1646 by title, "An Urgency Ordinance of the City Council of the City of San Fernando, California, making findings and establishing a temporary moratorium on the acceptance, processing, and approval of applications and issuance of permits to establish dental or medical clinics."

The motion carried with the following vote:

AYES:	Ballin, Gonzales, Fajardo, Lopez – 4
NOES:	Soto – 1
ABSENT:	None

ADMINISTRATIVE REPORTS

7) **CONSIDERATION TO ACCELERATE LOCAL STREET RESURFACING USING THE TOTAL ROAD IMPROVEMENT PROGRAM (TRIP) USING MEASURE R LOCAL RETURN TRANSPORTATION FUNDS**

Deputy City Manager/Public Works Director Chris Marcarello gave the staff report and replied to questions from Councilmembers.

Discussion followed regarding total costs to repair City streets, funding sources, the possibility of adding striping for safe bicycle lanes, plans for repairing sidewalks, fixing the streets as soon as possible, and collecting information regarding all the needed repairs.

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to:

- a. Review participation in the Total Road Improvement Program (TRIP) that would include the issuance of tax revenue Certificates of Participation to accelerate local street resurfacing; and
- b. Authorize the City Manager to prepare financing documents under TRIP using Measure R local return funding; and

SAN FERNANDO CITY COUNCIL**MINUTES – October 19, 2015****Page 6**

- c. Direct the City Manager to present a resolution authorizing participation in the TRIP to the City Council for consideration at a subsequent meeting.

By consensus, the motion carried.

8) UPDATE ON CITYWIDE HOMELESS COUNT FOR 2015

City Manager Saeki gave background information and Police Chief Anthony Vairo replied to questions from Councilmembers.

Discussion followed regarding challenges with staffing, Police Officer training, the possibility of holding a count, annually, an upcoming summit on homelessness, the process for cleaning up encampments, storage of personal belongings, the possibility of giving written notice, collaborating with the County, other agencies and neighboring cities, focusing on permanent, supportive housing, needing to address mental-health issues, securing City parks at night, the process for dealing with people living in their cars, directing people to available resources and services, other problems related to homelessness, and the need for extra outreach.

No formal action was taken on this item.

9) CONSIDERATION OF AN INTERIM URGENCY ORDINANCE RELATED TO THE PHOTOGRAPHY AND FILM PRODUCTION PERMIT PROCESS IN THE CITY OF SAN FERNANDO

City Manager Saeki gave the staff report and replied to questions from Councilmembers.

Discussion followed regarding small businesses impacted by the film industry, getting input from business owners in the community, the revenue received by the City from the film industry during the last several years, compensating small businesses for revenue losses, the need for increased public input, downtown sales tax revenue received by the City, offering staging in City parks, offering options for making up the loss of revenue from the film industry, understanding best practices in other cities, and the possibility to wait until the second Council meeting in November to determine the need for a moratorium.

Council directed staff to return with a full report on this matter, no later than the second City Council meeting in November.

No formal action was taken on this item.

10) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE CITY COUNCIL PROCEDURAL MANUAL BY ADDING A POLICY AS TO THE USE OF CITY LETTERHEAD AND OTHER OFFICIAL STATIONERY

Deputy City Attorney Padilla gave the staff report and replied to questions from Councilmembers.

SAN FERNANDO CITY COUNCIL**MINUTES – October 19, 2015****Page 7**

Motion by Vice Mayor Ballin, seconded by Mayor Fajardo, to adopt Resolution No. 7704 to add a new chapter to the City Council Procedural Manual entitled "Official Letterhead and Other Stationery Use Policies" to officially memorialize appropriate use of the City seal, logo and letterhead.

The motion carried with the following vote:

AYES:	Ballin, Gonzales, Fajardo, Lopez – 4
NOES:	Soto – 1
ABSENT:	None

At this time, Councilmember Soto momentarily left the Council Chambers.

11) CONSIDERATION TO APPOINT COUNCILMEMBER ROBERT C. GONZALES TO THE DISASTER COUNCIL

Motion by Vice Mayor Ballin, seconded by Councilmember Lopez, appoint Councilmember Gonzales to the Disaster Council. By consensus, the motion carried.

12) APPOINTMENT TO THE PARKS, WELLNESS, AND RECREATION COMMISSION

Motion by Vice Mayor Ballin, seconded by Mayor Fajardo, to appoint Joe Ponce as Mayor Fajardo's representative to the Parks, Wellness, and Recreation Commission. By consensus, the motion carried.

COMMITTEE/COMMISSION LIAISON UPDATES

At this time, Councilmember Soto returned to the Council Chambers.

Councilmember Gonzales presented an update on recent events at the ICA, announced an upcoming press conference, and an upcoming meeting of the Library Commission.

GENERAL COUNCIL COMMENTS

Councilmember Soto discussed the need to issue an official statement from the City to businesses regarding film production, addressed the removal of palm trees, and believes City Manager Saeki should consider resigning.

City Manager Saeki provided a brief report on the matter and explained it was a clerical mistake that included the removal of the subject palm trees and apologized to Council and the community. He added that the trees will be replaced, along with other planned improvements.

Councilmember Gonzales discussed positive things going on in the City including a recent community cleanup, the Chili Festival, the 5K Relay and upcoming events, and spoke about working to make San Fernando a better community.

SAN FERNANDO CITY COUNCIL**MINUTES – October 19, 2015****Page 8**

Councilmember Lopez commended Councilmember Gonzales for the community cleanup event, spoke about needing more similar events in the community, and voiced his support of staff relative to the removal of trees, adding that he is confident staff will come up with an acceptable solution.

Vice Mayor Ballin spoke in support of the City Manager and noted his accomplishments in the City and reported she will continue to support the City Manager, the City Attorney and staff.

Mayor Fajardo announced an upcoming Chalk Art Celebration, discussed Heritage Park and the possibility of installing a community garden, and spoke in support of the City Manager and his efforts in investigating the issue of the trees and finding a solution.

STAFF COMMUNICATION

None

ADJOURNMENT (9:39 P.M.)

Motion by Councilmember Lopez, seconded by Councilmember Soto, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of October 19, 2015, meeting as approved by the San Fernando City Council.

*Cynthia Alba
Deputy City Clerk/Management Analyst*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**FEBRUARY 1, 2016 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:01 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin, and Councilmembers Robert C. Gonzales, and Jaime Soto

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

Absent: Councilmember Antonio Lopez

PLEDGE OF ALLEGIANCE

Led by Police Explorer Alfredo Mendoza

APPROVAL OF AGENDA

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

PRESENTATION

The following presentations were made:

- a) RECOGNITION OF POLICE EXPLORERS
- b) YOUTH SPEAK! COLLECTIVE CLUB FUTBOLITO – RECOGNITION OF LEAGUE CHAMPIONS

SAN FERNANDO CITY COUNCIL**MINUTES – February 1, 2016****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

David Bernal proposed a festival on July 3 (in lieu of Fourth of July event), with craft beers and food trucks, similar to the Chili Festival, and asked for volunteers to help with the event.

Dee Akemon discussed the red zone on Eighth Street, reported a house was converted into a charter school, and expressed concerns with increased congestion, traffic, and public safety.

Michael Remenih discussed Councilmember Soto's unethical behavior causing the City to take legal actions against him to protect the City, including obtaining a restraining order. He noted the City has had to pay because of Councilmember Soto's illegal activities including \$42,000 and hundreds of man hours.

Hermes Ayala, on behalf of Assemblywoman Patty Lopez, discussed creation of an affordable housing program and other activities helping businesses in the community.

Joanne Baltierrez Fernandez announced she is running for the 39th District Assembly seat and addressed her recent experience and work in the community.

Linda Campanella Jauron referenced Item No. 9 and expressed concerns it will make it harder for businesses in the City.

Mary Mendoza discussed the City newsletter and expressed concerns regarding the costs involved in development, printing and delivery, questioned why local businesses are advertising in it, noted the need for information regarding the status of the new website, and addressed storage and destruction of documents and the recent removal of palm trees

Ricardo Benites, Assemblywoman Patty Lopez office, gave an update of activities and events including her work to bring more businesses into the City.

CONSENT CALENDAR

Councilmember Soto in pulled Item No.1 for further discussion.

Motion by Vice Mayor Ballin, seconded by Councilmember Soto, to approve Consent Calendar Item No. 2:

- 2) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING AND DIRECTING THE CITY CLERK TO DESTROY CERTAIN CITY RECORDS AND DOCUMENTS PURSUANT TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA

By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – February 1, 2016****Page 3****Items Removed for Further Discussion****1) CONSIDERATION TO ADOPT RESOLUTION NO. 16-021 APPROVING THE WARRANT REGISTER**

Councilmember Soto asked about a cost regarding a California Association of Public Information Officials conference in Lake Tahoe and requested justification for the expense.

City Manager Saeki discussed the need for his assistant, Julie Fernandez, to attend to stay up to date regarding the latest technology available, noting she is performing her duties as an assistant as well as those of a Public Information Officer.

Councilmember Soto discussed other issues that need to take priority, asked for more information, and suggested tabling the item.

Councilmember Gonzales expressed support for staff training and the need to stay up to date on the latest technology trends.

Vice Mayor Ballin spoke in support of the item, verified the position continues to prepare press releases for the media, and noted the need for staff training to stay ahead of the game.

Motion by Mayor Fajardo, seconded by Councilmember Gonzales, to adopt Resolution No. 16-021. The motion carried with the following vote:

AYES:	Fajardo, Gonzales, Ballin – 3
NOES:	Soto – 1
ABSENT:	Lopez – 1

ADMINISTRATIVE REPORTS

This item was moved up by Mayor Fajardo.

6) REVIEW OF PILOT PROGRAM LOCATION FOR STUDENT LOADING/ UNLOADING ZONE ADJACENT TO VISTA DEL VALLE DUAL LANGUAGE ACADEMY

Deputy City Manager/Public Works Director Chris Marcarello presented the staff report.

LAUSD Board Member Ratliff gave an update and staff replied to questions from Councilmembers.

Discussion followed regarding an increase in the number of vehicles in line, notifying residents and parents about the pilot program, impacts to levels of service to adjacent intersections, costs for adding a crossing guard at the location, improvements in safety, concerns regarding who pays for the \$10,000 per year cost for the crossing guard, issues that still need to be considered

SAN FERNANDO CITY COUNCIL**MINUTES – February 1, 2016****Page 4**

regarding safety, additional traffic and street maintenance, and the possibility of tabling the item until assurance is given the project will not cost the City.

Ensuing discussion pertained to the City's Crossing Guard program and costs and creating an Ad Hoc Committee comprised of Mayor Fajardo and Vice Mayor Ballin to study the item further.

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to:

- a. Continue the pilot program establishing a student loading/unloading zone on Eighth Street (from Macneil Street to Brand Boulevard) through April; and
- b. Create an Ad Hoc Committee consisting of Mayor Fajardo and Vice Mayor Ballin.

The motion carried with the following vote:

AYES:	Ballin, Gonzales, Soto, Fajardo – 4
NOES:	None
ABSENT:	Lopez – 1

PUBLIC HEARING

The following two items were taken out of order.

- 4) CONSIDERATION TO ADOPT AN ORDINANCE AMENDING DIVISION 5 (TEMPORARY USES AND STRUCTURES) OF CHAPTER 106 (ZONING) OF THE CITY CODE IN ORDER TO ESTABLISH REGULATIONS FOR UNATTENDED COLLECTION BOXES

Community Development Director Fred Ramirez gave the staff report and replied to questions from Councilmembers.

Discussion followed regarding locations of the collection boxes, consideration by and recommendations from, the Planning Commission.

Mayor Fajardo opened the Public Hearing and called for public testimony.

There being no comments, he closed the public comment portion of the Hearing.

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales to introduce for first reading, in title only, and waive further reading of Ordinance No. 1651 by title, “An Ordinance of the City Council of the City of San Fernando, California, Amending Division 5 (Temporary Uses and Structures) of Chapter 106 (Zoning) of the San Fernando City Code to Regulate Unattended Collection Boxes.”

SAN FERNANDO CITY COUNCIL**MINUTES – February 1, 2016****Page 5**

The motion carried with the following vote:

AYES: Ballin, Gonzales, Soto, Fajardo – 4
NOES: None
ABSENT: Lopez – 1

3) CONSIDERATION TO APPROVE ALLOCATION OF CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR (FY) 2016-2017

Community Development Director Ramirez gave the staff report and replied to questions from Councilmembers.

Discussion followed regarding when the funds are expected, allocating the funds to priority projects, the need to address sewage issues, and focusing on the south side of the City.

Mayor Fajardo opened the Public Hearing and called for public testimony.

Jess Avila spoke about the need to use the funds, properly, and urged Council to move forward with projects it intends to complete.

There being no other speakers, Mayor Fajardo closed the public comment portion of the Hearing.

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to:

- a. Adopt Resolution No. 7723 approving the allocation of City CDBG Funds an Economic Development Project in FY 2016-2017; and
- b. Authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Commission for approval.

The motion carried with the following vote:

AYES: Ballin, Gonzales, Soto, Fajardo – 4
NOES: None
ABSENT: Lopez – 1

ADMINISTRATIVE REPORTS (CONTINUED)

5) REQUEST FOR CITY COUNCIL DIRECTION PERTAINING TO DELINQUENT SOLID WASTE COLLECTION SERVICES ACCOUNTS

Deputy City Manager/Public Works Director Marcarello introduced Republic Services representatives Rafael Garcia and Tanya Ragland who presented a report and responded to questions from Councilmembers.

SAN FERNANDO CITY COUNCIL**MINUTES – February 1, 2016****Page 6**

Discussion followed regarding possible options for Council actions, the possibility of Council directing staff to look into a lien process on landlords and their property, taking a mild approach towards collections by focusing on landlords to pay or collect fees, evaluating timelines for third-party collections, notifying landlords they are ultimately responsible for trash collection, the number of delinquent residential and commercial accounts, impacts of delinquent accounts to the City's franchise fees, the need for the City to help Republic collect on delinquent accounts, options for commercial accounts including "minimum service plans", the health and safety issues related to removing containers for non-payment, and providing a list of delinquent accounts and a copy of the draft letter.

City Manager Saeki reported he will need to check with the City Attorney regarding confidentiality and privacy issues and will return with report to Council.

Councilmember Gonzales suggested a list of delinquent accounts, only.

Staff was directed to return with more recommendations and suggestions to Council, by the last City Council meeting in April.

7) REQUEST FOR CITY COUNCIL SUPPORT FOR SECOND ANNUAL LGBTQ PANEL

Mayor Fajardo presented a brief report, addressed two medications available in preventing HIV and the need for education regarding the medications. The item will be discussed at the LGBTQ Panel and Mayor Fajardo asked for Council's support via 20 hours of staff time.

Discussion followed regarding the location of the event, the importance of the event, and fees associated with the venue.

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to support the Second Annual LGBTQ Panel by co-sponsoring it, approve use of the City logo on materials, and approve 20 hours of staff time for planning and coordinating the event. By consensus, the motion carried.

8) REQUEST FOR INFORMATIONAL UPDATE REGARDING SAN FERNANDO'S WATER QUALITY

Vice Mayor Ballin asked for an update regarding San Fernando's water quality.

Deputy City Manager/Public Works Director Marcarello introduced Water Superintendent Tony Salazar who provided an update and replied to questions from Councilmembers.

Discussion followed regarding projections for supplying water, in the future, as the City grows in population, regulations for municipal water versus bottled water, dealing with water shortages, conservation and water-quality issues, the need to review water rates in the near future as well as sewage rates.

No formal action was taken on this item.

SAN FERNANDO CITY COUNCIL**MINUTES – February 1, 2016****Page 7**

9) **CONSIDERATION TO LEVY A FEE AGAINST PROPERTY OWNERS WHOSE COMMERCIAL AND RETAIL PROPERTIES REMAIN VACANT FOR A PERIOD OF TIME**

Councilmember Soto discussed blight in connection with commercial and retail properties that remain vacant for a long period of time and felt Council should work on a policy for dealing with blighted properties.

Community Development Director Ramirez addressed possible reasons for vacancies and reported staff is working to identify potential businesses to fill those vacancies.

City Manager Saeki did not recommend assessing a fee to property owners merely because their property is vacant, when there have been no other Code Enforcement violations and spoke about needing to be business-friendly.

City Attorney Olivarez reported a fee may be charged if the property has become a public nuisance.

Discussion followed regarding challenges with getting good tenants, focusing on being business-friendly and the importance of vetting items before placing them on the agenda.

Councilmember Soto requested a list of vacant properties, perspective businesses and a report on how other cities deal with the issue.

Motion by Councilmember Soto to direct staff to review fees for vacancies of more than six months, of retail and commercial properties, and implement a contractual obligation for the City and the owners of buildings who have vacancies for greater than six months. The motion failed for lack of a second.

Mayor Fajardo explained there is no direction from Council and in order for the item to be re-agendized, there must be a change in circumstances.

10) **REQUEST FOR INFORMATION PERTAINING TO THE CITY'S GRAFFITI REMOVAL PROCESS**

Councilmember Soto reported receiving many calls about graffiti not being removed and asked for an update.

Community Development Director Ramirez gave an update regarding graffiti removal process and staff and replied to questions from Councilmembers.

Discussion followed regarding the notification process, the possibility of providing notice to business owners regarding their responsibility in graffiti removal and considering allocating funds for adding a staff member for graffiti removal during the upcoming budget process.

SAN FERNANDO CITY COUNCIL**MINUTES – February 1, 2016****Page 8****11) REQUEST FOR AN UPDATE PERTAINING TO THE CITY’S SEWER SYSTEM**

Deputy City Manager/Public Works Director Marcarello presented a report.

Motion by Mayor Fajardo, seconded by Councilmember Gonzales, to wait until recertification of the moratorium (within 45 days) for staff to return with a full report regarding the status of the City's sewer system.

The motion carried with the following vote:

AYES:	Soto, Gonzales, Ballin, Fajardo – 4
NOES:	None
ABSENT:	Lopez – 1

12) CONSIDERATION OF THE BRAND BOULEVARD MEDIAN PROJECT TREE REPLACEMENT

Deputy City Manager/Public Works Director Marcarello presented the report and responded to questions from Councilmembers.

Discussion followed regarding replacing the trees with comparable trees, identifying other locations for planting the trees, cost of the replacement, and directing staff to return with additional information including recommendations for planting six replacement palm trees or utilizing the replacement funds to establish a fund for other tree planting work in the community.

City Manager Saeki clarified direction from Council is to not proceed with planting the six trees in the Brand Blvd. median, at this time.

COMMITTEE/COMMISSION LIAISON UPDATES

Councilmember Gonzales discussed a recent Los Angeles County Library Commission meeting and reported he was unable to attend the ICA Winter Seminar.

Mayor Fajardo reported on a recent Chamber of Commerce meeting including efforts to attract more members.

GENERAL COUNCIL COMMENTS

Councilmember Soto spoke about the City regaining its posture with vibrant businesses and people walking the streets, discussed upcoming events, commented on the costs related to the City newsletter, and offered to continue informing the public as to what is happening in San Fernando.

Councilmember Gonzales discussed the progress in the City during the last few year, felt the newsletter adds to the City's transparency, and noted there is still much work to do.

SAN FERNANDO CITY COUNCIL**MINUTES – February 1, 2016****Page 9**

Vice Mayor Ballin noted the City was on the brink of bankruptcy, stated the community is looking at Council, as a whole, and said she is not afraid of what may happen in the future.

Mayor Fajardo thanked everyone who participated in the recent homeless count.

STAFF COMMUNICATION

City Manager Saeki discussed the City newsletter, felt that new businesses in the community should be celebrated, addressed the City website, noted Council is not always going to agree and asked that going forward, if any Councilmember has a question about staff, to talk with him, directly.

ADJOURNMENT (9:55 P.M.)

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of February 1, 2016, meeting as approved by the San Fernando City Council.

Cynthia Alba
Deputy City Clerk/Management Analyst

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**APRIL 4, 2016 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Robert C. Gonzales called the meeting to order at 6:04 p.m.

Present:

Council: Mayor Robert C. Gonzales, Vice Mayor Joel Fajardo, and Councilmember Sylvia Ballin

Staff: City Manager Brian Saeki, Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

Absent: Councilmember Antonio Lopez and Councilmember Jaime Soto

PLEDGE OF ALLEGIANCE

Led San Fernando Police Explorer Daniel Ochoa

APPROVAL OF AGENDA

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

PRESENTATION

The following presentation was made:

a) RECOGNITION OF LA FONDA DE LOS CAMPEROS

PUBLIC STATEMENTS – WRITTEN/ORAL

Dee Akemon talked about the red curb at the Valley Vista School and spoke in support of Los Angeles Fire Department Station 91.

SAN FERNANDO CITY COUNCIL**MINUTES – April 4, 2016****Page 2**

Maria Carrillo, Friends of the San Fernando Library, invited all to attend the upcoming book sale and asked people to donate toward the cause.

Armando Murillo talked about the parking problems on his street noting the situation has gotten dangerous, there are 5,6,7 vehicles per household, no one is paying attention to the parking signs and parking enforcement is not doing their job which is a missed revenue source.

Josephine Gonzalez, resident since 1971, said that her neighborhood has gone from tranquil to a constant battle for parking and the traffic situation has become challenging due to the to school on Eighth Street. She added that losing or removing the red curb is going to encourage more issues.

Mike Martinez, 20 year resident, said he and his neighbors believe that parking enforcement needs to show up more often, reported he has witnessed minor traffic accidents, and the school is becoming a problem.

City Clerk Chávez read a letter submitted by Angel Zobel-Rodriguez who requested that if we have to change the code, please make sure we add a component under 'duties' that states the Education Commission's role is to support San Fernando families with their educational choices and concerns.

CONSENT CALENDAR

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, to approve the following Consent Calendar Item:

- 1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

By consensus, the motion carried.

ADMINISTRATIVE REPORTS

- 2) REPORT FROM AD HOC MEMBERS REGARDING CITY COMMISSIONS, STANDING COMMITTEES AND BOARDS

Mayor Gonzales presented the staff report and reviewed each commission and recommended changes.

Discussion followed regarding creating an application form and process for commissioners, specific revisions regarding establishing criteria for buses, the status of a committee dealing with veterans' issues, the pros and cons and legality of considering the immigration status of applicants, support for a Trees Commission, monitoring attendance and having a human relations component including Cultural Arts within the Education Commission and the possibility of continuing the item until there is a full Council.

SAN FERNANDO CITY COUNCIL**MINUTES – April 4, 2016****Page 3**

Ensuing discussion pertained to the possibility of Councilmembers reappointing commissioners on a yearly basis, having a competitive process for City buses, setting up a Clergy Council, and challenges with the City's insurance carrier related to a Safety Committee.

Direction was provided, as discussed, and staff will return with a report at a future Council meeting having the attendance of the full Council.

No formal action was taken.

COMMITTEE/COMMISSION LIAISON UPDATES

City Clerk Chávez gave an update regarding the activities of the Education Commission and stated that the 2016 scholarship process is underway.

Mayor Gonzales provided an update regarding the L.A. County Library Commission program.

GENERAL COUNCIL COMMENTS

Councilmember Ballin expressed concerns about the impact of the red curbing on Eighth Street as well as the status of parking enforcement and requested feedback from staff.

Vice Mayor Fajardo agreed with Councilmember Ballin about parking enforcement and the lack of parking and asked regarding the possibility of a provision giving residents parking priority.

Mayor Gonzales agreed that parking is a critical issue in the City, addressed High-Speed Rail and the negative impacts it may have on the community and urged the public to attend the upcoming Library meeting and book sale.

Councilmember Ballin reported attending a meeting at iHop, noted there was no parking, and asked about installing signs directing people to park across the street.

STAFF COMMUNICATION

City Manager Saeki reported Proposition A is ending and the County is proposing to reup it through Proposition B. He added the City Manager's group in the Valley is expressing concerns as the assessment would be county-wide and the funds would not necessarily be used for improvements to City parks.

Deputy City Manager/Public Works Director Chris Marcarello reported that he and Police Chief Anthony Vairo have been working on parking and will bring a report to Council at an upcoming meeting.

Police Chief Vairo addressed parking issues on Macneil St., noted challenges with staffing and offered to review the issue again and return to Council with a report.

SAN FERNANDO CITY COUNCIL**MINUTES – April 4, 2016****Page 4**

By consensus, Council agreed to re-open Public Comments for a speaker who arrived late.

Ruby Chávez, representative of LAUSD Board Member Monica Ratliff, reported that they met with the City to discuss how the Eighth Street drop-off could work for everyone; noted they are doing their best to address the safety needs of children that attend the school as well as the community concerns and stated they will present a new plan to Council on April 18, 2016.

Vice Mayor Fajardo requested adjourning the meeting in memory of Rabihah Shibi and Amir Issa.

ADJOURNMENT (7:33 P.M.)

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, to adjourn the meeting in memory of Rabihah Shibi and Amir Issa. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of April 4, 2016, meeting as approved by the San Fernando City Council.

Cynthia Alba
Deputy City Clerk/Management Analyst

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MAY 2, 2016 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Robert C. Gonzales called the meeting to order at 6:02 p.m.

Present:

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

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, Assistant City Attorney Richard Padilla, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by San Fernando Police Explorer Arlene Esquivel

APPROVAL OF AGENDA

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

PRESENTATION

The following presentations were made:

- a) CERTIFICATE OF INSPIRATION AND RECOGNITION – CÉSAR AND EMILIA ACOSTA
- b) OLDER AMERICANS MONTH
- c) ARBOR DAY PROCLAMATION
- d) NATIONAL PUBLIC WORKS WEEK – May 15-21
- e) TRIBUTE TO OUR TROOPS

SAN FERNANDO CITY COUNCIL**MINUTES – May 2, 2016****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Benita Rivera referenced a house on Huntington Street, which she said was in bad disrepair, expressed concerns regarding decreased property values, spoke about a house on Hollister that seems abandoned, asked that the City give her neighborhood and parks much-needed attention, including repairing sidewalks and park benches, and suggested that the City install a stop sign on Kalisher and San Fernando Rd.

Brandon Aldridge, Community School Coordinator, San Fernando Middle School, spoke about the school's partnership with Los Angeles Educational Partnership, addressed the benefits of community schools, the importance of forming partnerships, and invited the public to a community festival on May 21, at San Fernando Middle School and asked for the City's support.

Charles Leone, SEIU Local 721, thanked Council for recognizing Public Works employees and spoke in support of negotiating a contract that reflects their hard work.

Audrey Simons, Chief Executive Officer, San Fernando Community Health Center, requested a letter of support from the City relative to their collaboration with the newly-opened, Hope of the Valley Rescue Mission's Recuperative Care Center and their need to provide their regulating body, with a change of scope proposal, noting expansion of their services will benefit the community.

David Govea reported moving back to San Fernando recently, spoke about the City's responsive government, thanked Council for their hard work, expressed concerns with the City's high property taxes, spoke in support of the "fight against the rail", discussed the possibility of crime mapping, and commented positively on the condition of Heritage Park.

CONSENT CALENDAR

Motion by Councilmember Lopez, seconded by Councilmember Ballin, to approve the Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF APRIL 18, 2016 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE INVESTMENT POLICY FOR FISCAL YEAR 2016-2017
- 4) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE CITY TREASURER AND DEPUTY CITY TREASURER TO INVEST SURPLUS FUNDS
- 5) CONSIDERATION TO APPROVE A MEMORANDUM OF AGREEMENT REGARDING THE ADMINISTRATION AND COST SHARING FOR

SAN FERNANDO CITY COUNCIL**MINUTES – May 2, 2016****Page 3****IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM
FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA**

By consensus, the motion carried.

The following items were moved up on the agenda.

ADMINISTRATIVE REPORTS**11) APPOINTMENT TO THE TRANSPORTATION AND SAFETY COMMISSION**

Councilmember Soto introduced Holly Scott as his appointment to the Transportation and Safety Commission.

Motion by Councilmember Soto, seconded by Vice Mayor Fajardo, to appoint Holly Scott to the Transportation and Safety Commission as Councilmember Soto's representative. By consensus, the motion carried.

**12) PROPOSED NON-EXCLUSIVE LICENSE AGREEMENT FOR THE
IMPLEMENTATION OF ADULT EDUCATION PROGRAMS AT LAS PALMAS
PARK**

Councilmember Soto introduced the item and Recreation and Community Services Director Ismael Aguila also provided a brief report.

Discussion ensued regarding developing a list of users of the Las Palmas Park facilities, the proposed start of the program and instructors, the targeted age group, the potential number of students per class, the City's Facility Waiver Policy, proposed dates and times for the subject classes, related costs, other groups using the facilities, and requirements and recommendations including insurance documentation, seeking grant funding and converting the organization to a non-profit (501c(3)).

Ensuing discussion pertained to the length of time required for a 501c(3) application, the possibility of approving the license agreement from six months and returning to Council for an update.

Motion by Councilmember Soto, seconded by Councilmember Ballin, to approve the non-exclusive license agreement, for summer and winter (one year) for the implementation of adult education programs at Las Palmas Park and provide additional information, as discussed, with the final document, subject to the review of the City Attorney's office and the City Manager's office. By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – May 2, 2016****Page 4****PUBLIC HEARING**

- 6) CONSIDERATION TO ADOPT AN ORDINANCE AMENDING CHAPTER 22 (BUSINESSES) AND CHAPTER 106 (ZONING) TO EXPRESSLY PROHIBIT MEDICAL CANNABIS DISPENSARIES, MEDICAL CANNABIS CULTIVATION, CITY-BASED MEDICAL CANNABIS DELIVERY OPERATIONS, AND ALL COMMERCIAL CANNABIS ACTIVITIES IN ALL AREAS OF THE CITY, EXCLUDING MEDICAL CANNABIS DELIVERY ACTIVITIES ORIGINATING FROM LEGAL DISPENSARIES OUTSIDE OF THE CITY OF SAN FERNANDO

Assistant City Attorney Padilla presented the staff report and replied to questions from Councilmembers.

Discussion followed regarding prohibiting advertising on delivery vehicles, the licensing and permitting process and enforcement of current laws.

Mayor Gonzales opened the Public Hearing and invited public comments.

There being no comments, Mayor Gonzales closed the public comment portion of the Hearing.

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, to introduce for first reading, in title only, and waive further reading of Ordinance No. 1654, “An Ordinance of the City Council of the City of San Fernando, California Amending Chapter 22 (Businesses) and Chapter 106 (Zoning) to Expressly Prohibit Medical Cannabis Dispensaries, Medical Cannabis Cultivation, City-Based Medical Cannabis Delivery Operations, and All Commercial Cannabis Activities in All Areas of the City, Excluding Medical Cannabis Delivery Activities Originating from Legal Dispensaries Outside of the City of San Fernando”, as amended to include a provision prohibiting any imagery or advertising on cannabis delivery vehicles.

The motion carried with the following vote:

AYES:	Gonzales, Fajardo, Soto, Ballin – 4
NOES:	None
ABSENT:	None
ABSTAIN:	Lopez – 1

ADMINISTRATIVE REPORTS (CONTINUED)

- 7) CONSIDERATION TO ADOPT AN ORDINANCE AUTHORIZING THE CITY TO COLLECT DELINQUENT RESIDENTIAL SOLID WASTE COLLECTION SERVICES FEES ON THE ANNUAL TAX ROLL PURSUANT TO HEALTH & SAFETY CODE SECTIONS 5473 AND 5473A

Deputy City Manager/Public Works Director Chris Marcarello presented the staff report. Deputy City Attorney Padilla gave additional information, and both replied to questions from Councilmembers.

SAN FERNANDO CITY COUNCIL**MINUTES – May 2, 2016****Page 5**

Discussion followed regarding the collection and noticing process, property owner responsibilities, subsequent public hearings, differences in processes for commercial accounts, the number of delinquent accounts, credit-agency reporting and establishing grace periods.

Motion by Councilmember Ballin, seconded by Councilmember Lopez, to introduce for first reading, in title only, and waive further reading of Ordinance No. 1655, “An Ordinance of the City Council of the City of San Fernando, California Amending Chapter 70 (Solid Waste and Recyclables Collection Services) of the San Fernando Municipal Code.” By consensus, the motion carried.

8) PRESENTATION AND UPDATE ON THE 2016 BUSINESS LICENSE PROGRAM

Finance Director Nick Kimball presented the staff report and replied to questions from Councilmembers.

Discussion followed regarding the need for increased retail in the City, the benefits of subcontracting the task including reductions in staff overtime, providing the ability to apply for a business license, by telephone, delinquent accounts, penalties and compliance and providing an updated list of delinquent accounts during the next program review.

By consensus, City Council received and filed the presentation regarding the 2016 Business License Program.

9) LOPEZ-VILLEGAS HOUSE UPDATE

Community Development Director Fred Ramirez presented the staff report and replied to questions from Councilmembers.

Discussion followed regarding estimated costs of repair, options for selling the house, the possibility of preserving the structure, the City's oversight responsibility, working with the Historical Society, finding a viable site that will preserve the house, the last relocation of the house, the need to determine the costs of altering the designation and rehabilitating the house, challenges with finding vacant lots in the City and the possibility of locating it in a City park.

By consensus, City Council received and filed the status report regarding the Lopez-Villegas House (currently stored at the former Agency-owned parcel at 1320 San Fernando Road) and gave staff direction regarding possible use and/or disposition of the Lopez- Villegas House during the upcoming Fiscal Year 2016-2017 City Budget review process in order to identify any budget appropriations that may be necessary to implement Council-identified use(s) and/or disposition of the subject structure.

10) DISCUSSION REGARDING CITY COUNCIL FISCAL YEAR 2016-2017 PRIORITY PERTAINING TO RENT CONTROL

Vice Mayor Fajardo gave background on this item, discussed rising rents, spoke about the possibility of considering rent control and requested information regarding best practices in other

SAN FERNANDO CITY COUNCIL**MINUTES – May 2, 2016****Page 6**

cities, qualifying properties, with the goal of placing the matter on an agenda for a final vote by the last meeting of the year.

Discussion followed regarding the importance of rent control to a low-income community, challenges of and options available with rent control, enforcement, the possibility developing a compromise/solution that is best for the City and possible exemptions to rent control.

City Manager Saeki offered to return to Council within 30 days with additional information, as discussed.

By consensus, City Council directed staff to return with a report within 30 days.

13) DISCUSSION REGARDING ICE CREAM TRUCK CURFEWS AND REGULATIONS

At Councilmember Soto's request, this item was tabled to a future meeting.

COMMITTEE/COMMISSION LIAISON UPDATES

Councilmember Soto looked forward to working with new Commissioner Holly Scott.

Councilmember Ballin discussed a recent MWD Directors workshop and reported she will be attending the upcoming ICFA meeting.

Vice Mayor Fajardo presented an update of a recent meeting with the Chamber of Commerce.

GENERAL COUNCIL COMMENTS

Councilmember Ballin thanked City staff for their work.

Vice Mayor Fajardo asked for staff to place consideration of the City co-sponsoring the San Fernando Middle School car show and music festival on the next agenda and discussed the possibility to study the issue of alcohol licenses.

STAFF COMMUNICATION

City Manager Saeki announced a budget study session next Monday, May 9th at 4:30 p.m. and asked that Councilmembers email him with their list of priorities.

City Clerk Chávez discussed an upcoming meeting of the Education Commission.

Police Chief Anthony Vairo announced the Police Department's sponsorship of the Special Olympics, a pancake breakfast fundraiser on May 24th at Heavenly Pancakes, addressed the upcoming National Night Out event, and the Law Enforcement Torch Run.

SAN FERNANDO CITY COUNCIL**MINUTES – May 2, 2016****Page 7**

Community Development Director Ramirez announced an upcoming Pet Vaccination Clinic.

ADJOURNMENT (8:57 P.M.)

Motion by Mayor Gonzales, seconded by Vice Mayor Fajardo, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 2, 2016, meeting as approved by the San Fernando City Council.

Cynthia Alba
Deputy City Clerk/Management Analyst

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**OCTOBER 7, 2019 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:06 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin, and Councilmembers Hector A. Pacheco, and Robert C. Gonzales

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to approve the agenda including merging City Council Liaison Updates with Council Comments. By consensus, the motion carried.

PRESENTATIONS

The following presentation was made:

- a) CERTIFICATES TO THE SPONSORS AND KEY PARTICIPANTS FOR NATIONAL NIGHT OUT EVENT

PUBLIC STATEMENTS

Mayor Fajardo announced that audience members would have three minutes to make general comments and, if they choose, an additional three minutes regarding Item No. 5 (they may speak now, or wait until all applicants have spoken).

SAN FERNANDO CITY COUNCIL**MINUTES – October 7, 2019****Page 2**

Holly Scott referenced Item No. 3 and said that dissolving the Measure A oversight committee is a huge mistake and urged that the committee forum meet and work with all to improve our city.

Maritza Duarte, Las Palmas Club's Chair, thanked Mayor Fajardo for his support for the club and she expressed support for Mary Mendoza, applicant for City Council seat vacancy, who has also helped the club and the community and is deserving to be a Councilmember.

Liana Stepanyan, San Fernando Library Manager, provided updates about library services, resources, and programs.

Michael Remenih said he was very disappointed that two Councilmembers voted against the Measure A review committee. He said that Council's promise to the community was one of the reasons a large group of people got together to promote the measure and he said there will be ramifications if Council tries to move forward with proposing an additional ½ cent sales tax.

Adriana Gomez, San Fernando Chamber of Commerce, urged that Council maintain the trust of the community and reinstate the Measure A Advisory Committee. She said that the Chamber and its businesses gave both monetary support and time, the passage of Measure A was based on the commitment of the Council to allow for an oversight committee and that elimination of the committee is a betrayal of the trust of the residents and business community.

Maria Carrillo said she was voicing her opinion as stakeholder of the city and said that eliminating the committee is a failure of trust and a terrible injustice to the city, stakeholders, and voters. They were promised one thing, and she expressed extreme disappointment that it was taken away.

Julie Cuellar said that the City Council made a good decision to hold town hall meetings regarding Measure A. The meetings would allow everyone an opportunity to attend and voice their opinions in an open setting (instead of behind closed doors). She inquired about her application she submitted early on in the process, and said that she never heard back nor was contacted by staff (that wasn't fair nor right).

CONSENT CALENDAR

Councilmember Gonzales requested to pull Item No. 3 for further discussion.

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to approve the remaining Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF:
 - a. MAY 6, 2019 – REGULAR MEETING
 - b. AUGUST 19, 2019 – REGULAR MEETING
 - c. SEPTEMBER 16, 2019 – REGULAR MEETING
 - d. SEPTEMBER 23, 2019 – SPECIAL MEETING

SAN FERNANDO CITY COUNCIL**MINUTES – October 7, 2019****Page 3**

- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 4) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE FISCAL YEAR (FY) 2019–2020 SALARY PLAN TO IMPLEMENT NEGOTIATED WAGE ADJUSTMENTS FOR THE SAN FERNANDO POLICE OFFICERS' ASSOCIATION (SFPOA) AND THE SAN FERNANDO PART-TIME EMPLOYEES BARGAINING UNIT (SFPEBU)

By consensus, the motion carried.

The following items were moved up.

ADMINISTRATIVE REPORTS

- 9) CONSIDERATION AND APPROVAL OF A THIRD AMENDMENT TO THE CITY CLERK EMPLOYMENT AGREEMENT TO AMEND SCHEDULING RESTRICTIONS FOR PERFORMANCE EVALUATION

Assistant City Attorney Padilla presented the staff report.

Motion by Vice Mayor Ballin, seconded by Mayor Fajardo, to approve the Third Amendment (Contract No. 1804(c)) to the City Clerk Employment Agreement. By consensus, the motion carried.

- 6) CONSIDERATION TO APPROVE THE APPOINTMENT OF AN INTERIM DIRECTOR OF PUBLIC WORKS PENDING COMPLETION OF RECRUITMENT FOR THE POSITION

City Manager Kimball presented the staff report.

Motion by Vice Mayor Ballin, seconded by Mayor Fajardo, to:

- a. Approve the appointment of Martin Pastucha as Interim Director of Public Works pending completion of recruitment for the position; and
- b. Authorize the City Manager to finalize the interim appointment process, and execute all related documents.

By consensus, the motion carried.

- 7) CONSIDERATION TO DETERMINE A CITY POSITION ON THE 2019 LEAGUE OF CALIFORNIA CITIES RESOLUTIONS

City Manager Kimball presented the staff report and Councilmembers provided brief feedback.

SAN FERNANDO CITY COUNCIL**MINUTES – October 7, 2019****Page 4**

Motion by Vice Mayor Ballin, seconded by Mayor Fajardo, to give Councilmember Pacheco (City's Voting Delegate) the authority to make a determination on behalf of the City pertaining to the resolutions presented at the League of California Cities Annual Business Meeting. By consensus, the motion carried.

8) CONSIDERATION TO APPROVE A VETERANS RECOGNITION PROGRAM

Director of Recreation and Community Services Venegas presented the staff report and Councilmember Gonzales provided additional information.

Councilmembers each gave input and feedback.

In response to Mayor Fajardo's question, City Manager Kimball said that the program was evolving and that staff will continue to meet with the Ad Hoc Committee for additional recommendations and feedback.

Per Councilmember Gonzales' suggestion, copies of the sample banners were distributed to audience members so they could add their names to the banner they liked the most.

Motion by Councilmember Gonzales, seconded by Mayor Fajardo, to:

- a. Approve the Veterans Recognition Program Ad Hoc Committee's recommendation to initiate a Veterans Recognition Program to honor veterans that currently, or previously, reside in the City of San Fernando; and
- b. Adopt Resolution No. 7955 appropriating \$3,500 from Independent Cities Financing Authority Community Outreach Program funds (053-2955) to account 053-420-0000-4300.

By consensus, the motion carried.

CONSENT CALENDAR (CONTINUED)**Item Pulled for Further Discussion****3) CONSIDERATION TO ADOPT A RESOLUTION RESCINDING RESOLUTION NO. 7895 AND ESTABLISHING MEASURE "A" TRANSPARENCY FORUM GUIDELINES**

Councilmember Gonzales said that the community was promised that they would be part of the process; the Advisory Committee would present their findings at a City Council meeting where the public would provide input (same as they would at a Council meeting or any other public meeting).

Mayor Fajardo said he would like a town hall forum in which every community member has the same rights and equal voice in the process, and does not want certain community members to have a louder voice (or more influence) than others.

SAN FERNANDO CITY COUNCIL**MINUTES – October 7, 2019****Page 5**

Councilmember Pacheco encouraged the public to continue to engage in discussions, believes that ultimately we need a public forum where everyone feels welcomed and has a chance to speak, would like to see quarterly meetings and rotation of community members to allow everyone an opportunity to serve on the Advisory Board.

Vice Mayor Ballin believes that a town hall meeting concept would work and allow for increased participation and suggested the meetings could be held possibly an hour before the City Council meetings.

Given there appeared to be a tie vote, Mayor Fajardo recommended this item be tabled until there is additional feedback from staff or when a fifth Councilmember on board.

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to table this item to a subsequent meeting. By consensus, the motion carried.

ADMINISTRATIVE REPORTS (CONTINUED)**5) CONSIDERATION TO MAKE AN APPOINTMENT TO FILL A VACANT CITY COUNCIL SEAT**

City Manager Kimball read a list of procedures that would be followed.

Applicants were then asked to turn off their electronic devices (to be secured with Police Chief Anthony Vairo during the interview process), and were escorted to a conference room where they were sequestered and accompanied by two City staff members. It was noted that electronic devices would be returned to each after completion of the interviews and the applicants would then take a seat in the Council Chambers.

To determine the order in which the applicants would be called upon, a random drawing was held by City Clerk Chávez and Deputy City Clerk Cynthia Alba and names were drawn in the following order:

David Govea
John Phillips
Rachel Reyes
Angel Granados
Yvonne Mejia Pena
Aida Montes
Rodolfo Trujillo
Mary Mendoza

At this time, staff distributed sample questions to the City Council.

RECESS (7:06 P.M.)

SAN FERNANDO CITY COUNCIL**MINUTES – October 7, 2019****Page 6**

Mayor Fajardo called for a brief recess to allow Councilmembers to review the sample questions and identify which they would ask (whether these or their own).

RECONVENE (7:29 P.M.)

Mayor Fajardo reconvened the meeting and reported that the next steps were: 1) discuss the number of questions and/or the length of time, 2) reviewing the questions that Councilmembers will ask and 3) a brief update from the City Attorney as to the protocol to follow.

A brief discussion ensued and Council agreed to a three-minute opening statement per applicant, an additional 20 minutes Q&A per applicant, and all would be afforded a one-minute closing statement if they choose. Mayor Fajardo stated he would rotate who would ask questions first.

The following applicants were each called upon, one at a time, and interviewed by Council:

David Govea
John Phillips
Rachel Reyes
Angel Granados

RECESS (9:08 P.M.)

At this time, Mayor Fajardo called for a brief recess.

RECONVENE (9:17 P.M.)

Interviews continued with the following applicants:

Yvonne Mejia Pena
Aida Montes
Rodolfo Trujillo
Mary Mendoza

Mayor Fajardo thanked the applicants and all were given a round of applause. He then reopened public comments to allow audience members to comment on the proceedings and either for, or against, candidates.

PUBLIC STATEMENTS (CONTINUED)

Michael Remenih said he was very impressed with the candidates, it is a tough decision, but personally believes that David Govea is extremely qualified.

SAN FERNANDO CITY COUNCIL**MINUTES – October 7, 2019****Page 7**

Mr. Montes reported that he and his children were present to support Aida Montes, a loyal, reliable, lifelong community member, and read a letter from his daughter who could not be present.

Julie Cuellar said it is a very hard decision for Council to make, but she believes Mary Mendoza would be the best choice as she has been attending Council meetings since 2014, is very passionate and aware of what is going on in the City.

Christina Bernal said that although being involved and attending meetings is important, the candidate should also have ideas and bring knowledge to the table and believes the best person for the job is David Govea.

Osvaldo Pena stated that although they are all great candidates, Yvonne Mejia Pena is genuine, sincere, has passion and dedication, noted that close to 2,000 residents agreed and voted for her at the last election, and said she would make a great Councilmember.

Gustavo Mendoza said that Mary Mendoza cares a lot about the City, she stays up until 2:00 a.m. sometimes reviewing meeting agendas, Spanish-speaking and senior residents reach out to her for assistance and representation, and she always wants to give 100%.

Discussion ensued amongst Councilmembers, each provided input and expressed support for certain candidates, and applicants were thanked for their time. Council discussed deferring making an appointment to a future date, reviewed potential meeting dates, and noted that the candidate that received the most votes would receive the nomination.

Motion by Vice Mayor Ballin to direct the City Clerk to poll each Councilmember to vote for an applicant to fill the vacant City Council seat, the applicant that receives the most votes would fill the vacant seat until the November 2020 election is certified.

Mayor Fajardo said he would second the motion with a friendly amendment that if an applicant does not receive the most votes, that Council will go a second round.

The amendment was accepted by Vice Mayor Ballin, and the motion carried with the following vote:

AYES:	Pacheco, Gonzales, Ballin, Fajardo – 4
NOES:	None
ABSENT:	None

Councilmember Pacheco nominated Rachel Reyes.

Councilmember Gonzales nominated Yvonne Mejia Pena.

Vice Mayor Ballin nominated John Phillips.

Mayor Fajardo nominated Aida Montes.

None of the applicants nominated received the most votes; therefore, Council went a second round.

SAN FERNANDO CITY COUNCIL**MINUTES – October 7, 2019****Page 8**

Councilmember Pacheco nominated Mary Mendoza.
Councilmember Gonzales nominated Yvonne Mejia Pena.
Vice Mayor Ballin nominated Mary Mendoza.
Mayor Fajardo nominated Mary Mendoza.

Being that Mary Mendoza received the most votes, City Clerk Chávez then administered the Oath of Office to Mrs. Mendoza.

Councilmember Mendoza said it is an honor to represent the city she loves and where her children and grandchildren were born and raised, she has been attending the meetings wholeheartedly, and will make the best decisions that will benefit the city, community, and residents.

Councilmembers congratulated Councilmember Mendoza and said they look forward to working with her.

Mayor Fajardo said it was difficult but believes that Council made the right choice in a field of so many well-qualified and passionate candidates. What resonates with him is that Councilmember Mendoza has always been on the side of the people, never been shy to share her views, he enjoys hearing and learning from his colleagues and looks forward to learning from her as well.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Chávez noted that the Education Commission will be holding a special meeting next Tuesday pertaining to the upcoming Principals Brunch on October 25, and reminded all to RSVP.

Director of Recreation and Community Services Venegas reported that the October meeting of the Parks, Wellness, and Recreation Commission, was cancelled (due to staff training in Sacramento) and reported that the next meeting will be on November 12.

Deputy City Manager/Director of Community Development Timothy Hou announced that October is National Community Planning Month and said the department has displays at the planning counter.

City Manager Kimball congratulated Councilmember Mendoza and also thanked and congratulated Council on the difficult process. He was very heartened by the level of citizens involved, Council could not have made a bad choice, and it says a lot about the people that live here.

SAN FERNANDO CITY COUNCIL**MINUTES – October 7, 2019****Page 9****GENERAL COUNCIL COMMENTS AND LIAISON UPDATES**

Councilmember Gonzales thanked everyone who came out and interviewed, and the audience members that stayed. He noted that he recently participated in the NALEO conference and provided updates regarding Metro Service Council, Independent Cities Association, and the ad hoc committees that he serves.

Councilmember Mendoza thanked City Council, said she is ready, and looks forward to working with Council and staff.

Mayor Fajardo thanked everyone for staying late; said it shows a deep passion for civic engagement.

RECESS TO CLOSED SESSION (11:12 P.M.)

By consensus, Councilmembers recessed to the following Closed Session:

A) CONFERENCE WITH LABOR NEGOTIATOR

G.C. §54957.6

Designated City Negotiators:

City Manager Nick Kimball

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) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: 13441 Foothill Blvd., Sylmar, City of Los Angeles

Agency Negotiator: City Manager Nick Kimball, Lead Negotiator

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Negotiating Parties: Brian Board and Christina Garay of Rodeo Realty on behalf of Richard C. Patterson, as to an undivided 50% interest in the subject property and David M. Kull and Ronna Kull, Trustees of the David and Ronna Kull Trust dated March 30, 2007, as to an undivided 50% interest in the subject property

Under Discussion: Price and Terms of Payment as relates to Option to Purchase Agreement

SAN FERNANDO CITY COUNCIL**MINUTES – October 7, 2019****Page 10****RECONVENE/REPORT OUT FROM CLOSED SESSION (11:27 P.M.)**

Assistant City Attorney Padilla noted that all were present (including newly appointed Councilmember Mendoza) and reported the following:

Item A – General update was given by the City Manager, no feedback was given, receive and file matter.

Items B – Update was provided to City Council, feedback and authority given by the City Council, but no final action was taken.

ADJOURNMENT (11:28 P.M.)

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of October 7, 2019, meeting as approved by the San Fernando City Council.

*Cynthia Alba
Deputy City Clerk/Management Analyst*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MARCH 16, 2020 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:16 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Hector A. Pacheco, and Councilmembers Sylvia Ballin, and both Robert C. Gonzales and Mary Mendoza participated via teleconference

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Mayor Fajardo

PRESENTATIONS

The following presentation was cancelled and will be rescheduled to a future meeting:

- a) CERTIFICATES OF RECOGNITION – STUDENTS OF THE MONTH
- Karl Fortleza – Academy of Scientific Exploration
 - Bruno Gonzalez – Social Justice Humanitas Academy

APPROVAL OF AGENDA

City Manager Kimball announced the deletion of Item No. 6.

Assistant City Attorney Padilla announced a walk-on urgent added item regarding a Resolution Declaring a Local Emergency Due to the Public Threat Caused by the Novel Coronavirus (COVID-19), Provide Direction Regarding Additional Actions, and suspend the rules for public comments.

SAN FERNANDO CITY COUNCIL**MINUTES – March 16, 2020****Page 2**

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to approve the agenda as amended.

The motion carried with the following vote:

AYES:	Ballin, Gonzales, Mendoza, Pacheco, Fajardo – 5
NOES:	None
ABSENT:	None

PUBLIC STATEMENTS – WRITTEN/ORAL

Raul Garcia, El Nayarit Restaurant, asked for information regarding operating his business going forward, in light of the current COVID-19 pandemic.

Jolene Medina asked whether the City would grant extensions on utility payments.

Alex Q suggested the City instruct markets to have special hours for seniors to shop.

Gabby asked about the number of people allowed to congregate in one location.

City Clerk Chávez read statements submitted via email from:

Sandra Wilson expressed support for closing non-essential businesses throughout the City, noted the need to stay home and follow safe practices and reported she will continue supporting local restaurants by ordering take-out.

Maria Bullis spoke in support of closing non-essential businesses including bars.

Nichole Mohr spoke in support of closing dine-in service at restaurants and non-essential businesses such as bars, urged residents to respect and comply with Mayor Garcetti's decision, noted the importance of everyone following the rules, and discussed having a plan in place for assisting the City's seniors during this critical time.

Yoli Haro noted the City of Los Angeles has stopped enforcing parking tickets due to traffic sweeping and other minor citations and asked if San Fernando will follow suit.
There were no other speakers and Mayor Fajardo closed public statements.

CONSENT CALENDAR

Councilmember Ballin requested to pull Item No. 4 for further discussion.

Motion by Mayor Fajardo, seconded by Vice Mayor Pacheco, to approve the remaining Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF:

SAN FERNANDO CITY COUNCIL**MINUTES – March 16, 2020****Page 3**

- a. FEBRUARY 16, 2016 – REGULAR MEETING
 - b. AUGUST 15, 2016 – REGULAR MEETING
 - c. SEPTEMBER 19, 2016 – REGULAR MEETING
 - d. NOVEMBER 20, 2017 – REGULAR MEETING
 - e. FEBRUARY 5, 2018 – REGULAR MEETING
 - f. NOVEMBER 26, 2019 – SPECIAL MEETING
 - g. MARCH 2, 2020 – SPECIAL MEETING
 - h. MARCH 2, 2020 – REGULAR MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
 - 3) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING AND DIRECTING THE CITY CLERK TO DESTROY CERTAIN CITY RECORDS AND DOCUMENTS PURSUANT TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA

The motion carried with the following vote:

AYES: Ballin, Gonzales, Mendoza, Pacheco, Fajardo – 5
NOES: None
ABSENT: None

Item Pulled for Further Discussion

- 4) CONSIDERATION TO APPROVE A FOUR-MONTH CONTRACT EXTENSION WITH ATHENS SERVICES FOR STREET SWEEPING SERVICES

City Manager Kimball presented the staff report. He and Interim Director of Public Works Martin Pastucha replied to questions from Councilmembers.

Discussion followed regarding setting equipment requirements such as cameras and monitoring compliance.

Motion by Councilmember Ballin, seconded by Mayor Fajardo, to:

- a. Approve a four-month contract extension (March 1, 2020 to June 30, 2020) with Athens Services (Contract No. 1776) for continued scheduled street sweeping services with no increase in price;
- b. Approve the Second Amendment (Contract No. 1776(b)) to the Athens Services Street Sweeping Contract; and
- c. Authorize the City Manager to execute the Amendment.

The motion carried with the following vote:

AYES: Ballin, Gonzales, Mendoza, Pacheco, Fajardo – 5

SAN FERNANDO CITY COUNCIL**MINUTES – March 16, 2020****Page 4**

NOES: None

ABSENT: None

ADMINISTRATIVE REPORTS**5) DISCUSSION OF CITY'S ACTIONS REGARDING CORONAVIRUS**

Mayor Fajardo announced the following Items 5 and 8 be heard consecutively, as they are related.

City Manager Kimball presented the staff report. He, Director of Recreation and Community Services Julian J. Venegas, and Police Chief Anthony Vairo replied to questions from Councilmembers.

Discussion ensued regarding informing businesses about the new regulations to ensure compliance, plans for managing senior meals, transportation as an essential service, availability of testing centers and procedures for COVID-19, allowing telephone payments, the possibility of waiving late fees for utility payments and parking fees/citations, helping local businesses, keeping the City's website and social media updated, the possibility of sending information on the City's Nixle system, and allowing the ability to subscribe to get information via text.

Mayor Fajardo spoke in support of Congressman Romney's idea to send every U.S. resident \$1,000 per month and the possibility of providing a debt holiday for all Americans, a mortgage holiday with government assistance, instructing grocery stores to have special shopping hours for seniors and making sure first responders are well-stocked with disinfectants and protective gear.

Councilmember Ballin also suggested special shopping hours for seniors and special-needs residents, the possibility of implementing an "Adopt a Senior" program, dealing with planned events (i.e. weddings) and the process of enforcement.

Discussion followed regarding organizations that attract 50 or more people in the City, such as the swap meet. City Manager Kimball reported the swap meet is closed until April 2, 2020 and they will reevaluate matters beyond that date, adding that staff will work with them regarding posting signage.

In response to Councilmember Ballin's concern regarding evictions, Assistant City Attorney Padilla reported many cities are considering a moratorium and he can bring back more information at the next Council meeting. The City would be using its police power to prohibit evictions from occurring during a specified period of time for people who cannot pay their rents as a result of COVID-19.

Ensuing discussion pertained to the process for distributing senior meals at Las Palmas Park, steps being taken by the City to curb the spread of COVID-19, the need to limit human interaction as much as possible, encouraging people to stay home when they are ill, steps being taken by SFPD to protect officers and the public, impacts to the restaurant and hospitality

SAN FERNANDO CITY COUNCIL**MINUTES – March 16, 2020****Page 5**

industries and the importance of working together, as a community, to get the word out, information was provided for residents to sign up on Nixle to receive alerts.

Councilmember Gonzales discussed the need to provide regular updates on the City's website and social media.

Councilmember Mendoza thanked staff for their quick responses, suggested checking with senior housing complexes to ensure their needs are being met, and wondered about addressing the need of the homeless during the pandemic.

Police Chief Vairo reported the Department of Public Health is working to make mobile testing available, addressed a detail that provided information to the homeless community regarding COVID-19, and noted the SFPD is being as proactive as possible to provide resources to keep the community safe.

Discussion followed regarding cleaning playground equipment at City parks and the possibility of the Mayor preparing a message (i.e. radio) to keep the City informed.

City Manager Kimball reported as the City receives confirmed information, it will be provided it to the community. He addressed additional comments and questions received relative to gyms and fitness centers being ordered to close as non-essential businesses, discussed closure of charter schools and banquet halls, and spoke about supporting seniors and children and providing information in various languages.

Discussion followed regarding markets should provide special shopping hours, the possibility of offering free transportation services, the need for food-handling facilities to have an active license, working with partners to supplement LAUSD services, the possibility of working with restaurants to distribute food out of their facilities, relief from foreclosures, conducting extra maintenance and cleaning at City facilities with public access and partnering with other groups to distribute food to the community.

City Manager Kimball read through additional public comments received from Facebook Live including a comment regarding continuing to hold Council meetings online, expectations relative to the manufacturing sector and closure of the San Fernando Mall being determined on a case-by-case basis.

City Manager Kimball encouraged businesses remaining open, offering services and falling within the parameters of the order, to email him and the information will be posted on social media.

8) **CONSIDERATION TO ADOPT A RESOLUTION DECLARING A LOCAL EMERGENCY DUE TO THE PUBLIC THREAT CAUSED BY THE NOVEL CORONAVIRUS (COVID-19) AND PROVIDE DIRECTION REGARDING ADDITIONAL ACTIONS**

City Manager Kimball reported the declaration will give the City the ability to use emergency resources, accelerate emergency planning and streamline staffing. The City will work closely

SAN FERNANDO CITY COUNCIL**MINUTES – March 16, 2020****Page 6**

with the County Department of Public Health to stay up-to-date and many of the suggestions, such as relief from water late fees, can be handled administratively.

Discussion followed regarding funds for which the City can be reimbursed by declaring an emergency.

Motion by Mayor Fajardo, seconded by Vice Mayor Pacheco, to:

- a. Adopt Resolution No 7992 declaring a local emergency due to the public threat caused by the novel coronavirus (COVID-19); and
- b. Explore a moratorium on residential and commercial evictions and authorize staff to use City resources to promote small businesses and programs that will help the community during the pandemic and consider a moratorium on shutting off water services and late fees.

The motion carried with the following vote:

AYES:	Ballin, Gonzales, Mendoza, Pacheco, Fajardo – 5
NOES:	None
ABSENT:	None

6) RECREATION MANAGEMENT SOFTWARE REPORT AND PRESENTATION

Item removed under Approval of Agenda.

7) PRESENTATION OF FISCAL YEAR (FY) 2019-2020 MID-YEAR BUDGET REVIEW AND FY 2020-2021 BUDGET KICKOFF

Director of Finance Diego Ibanez presented the staff report. He and City Manager Kimball responded to questions from Councilmembers.

Discussion followed regarding proposed adjustments, total budget deficits, and the request for appropriation of \$3 million from the retirement fund for possible prepayments to CalPERS in order to obtain significant long-term interest savings.

Vice Mayor Pacheco asked to delete the appropriation of \$3 million from the retirement fund to CalPERS in order to discuss the item further and get more information regarding the pros and cons of making a prepayment to CalPERS.

Discussion followed regarding funds for exterior/interior painting, needing to consider the possibility of an upcoming recession, and the need to review Council priorities.

Motion by Mayor Fajardo, seconded by Vice Mayor Pacheco, to adopt Resolution No. 7988 amending the City's FY 2019-2020 Budget to include the proposed mid-year changes, with the deletion of the advance \$3 million payment to CalPERS.

SAN FERNANDO CITY COUNCIL**MINUTES – March 16, 2020****Page 7**

The motion carried with the following vote:

AYES:	Ballin, Gonzales, Mendoza, Pacheco, Fajardo – 5
NOES:	None
ABSENT:	None

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Chávez reminded Council to submit their Statement of Economic Interest forms (Form 700) and reported that Los Angeles County announced they would be certifying the election results on March 27, 2020.

GENERAL COUNCIL COMMENTS AND LIAISON UPDATES

Councilmember Mendoza urged residents to email the City with any concerns relative to the current pandemic.

Councilmember Gonzales discussed a recent ICA meeting noting consideration is being given about the possibility of cancelling the summer seminars and reported Metro meeting cancellations. He thanked staff for their great work and asked to adjourn the meeting in memory of his grandfather, Andy Alba.

At Councilmember Ballin's request Assistant City Attorney Padilla reported the Governor's recent Executive Order relaxed some of the Brown Act rules relative to teleconference meetings and it will be in place for the duration of the current emergency.

Councilmember Ballin reported the MWD planned tour of the Hoover Dam was cancelled as well as other pertinent meetings and conferences. She urged residents to support local businesses.

Vice Mayor Pacheco urged residents to check the City's Facebook page, be smart about public safety, maintain social distancing and contact him with any concerns.

Mayor Fajardo thanked the public for coping with the new meeting format, hoped that Councilmembers will consider staying home as the emergency continues, and noted at least one Councilmember must be present and he has volunteered to do so. He commended the City on the passing of Measure MJ, offered to address the public, remotely and thanked City staff for their dedication and hard work as well as Council colleagues.

ADJOURNMENT (8:40 P.M.)

Motion by Councilmember Gonzales, seconded by Mayor Fajardo, to adjourn the meeting in memory of Andy Alba.

SAN FERNANDO CITY COUNCIL**MINUTES – March 16, 2020****Page 8**

The motion carried with the following vote:

AYES:	Ballin, Gonzales, Mendoza, Pacheco, Fajardo – 5
NOES:	None
ABSENT:	None

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 16, 2020, meeting as approved by the San Fernando City Council.

Cynthia Alba
Deputy City Clerk/Management Analyst

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: J. Diego Ibañez, Director of Finance

Date: April 20, 2020

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 20-042 (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 special 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. Special 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 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 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. 20-042

ATTACHMENT "A"**RESOLUTION NO. 20-042****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 20-042****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 20th day of April, 2020.

Joel Fajardo, Mayor

ATTEST:

Cynthia Alba, Deputy 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 20th day of April, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

Cynthia Alba, Deputy City Clerk

EXHIBIT "A"

vchlist		Voucher List				Page: 1	
04/15/2020 10:32:51AM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
218625	4/20/2020	891587 ABLE MAILING INC.	31068		WATER ENVELOPE STORAGE-FEB 202		
					070-382-0000-4300	12.50	
			31094		072-360-0000-4300	12.50	
				11993	MAILING & FULFILLMENT SERVICES-M		
				11993	072-360-0000-4300	87.80	
					070-382-0000-4300	87.80	
					Total :	200.60	
218626	4/20/2020	888356 ADVANCED AUTO REPAIR	1423		VEHICLE MAINT., REPAIRS AND MINOR		
			1424	12017	041-320-0311-4400	137.90	
					VEHICLE MAINT., REPAIRS AND MINOR		
			1425	12017	041-320-0225-4400	653.12	
					VEHICLE MAINT., REPAIRS AND MINOR		
				12017	041-320-0225-4400	184.95	
					Total :	975.97	
218627	4/20/2020	887695 AL'S KUBOTA TRACTOR	174474		VEHICLE MAINTENANCE		
					041-320-0390-4400	189.44	
					Total :	189.44	
218628	4/20/2020	890684 BROADLUX INC	BR112548-05		REPAIRS TO MODEM SYSTEM FOR CN		
					074-320-0000-4260	2,468.48	
					Total :	2,468.48	
218629	4/20/2020	888800 BUSINESS CARD	021720		CONF ROLL ROAD		
			021920		001-105-0000-4370	13.90	
					DINNER FOR CC & STAFF-CC MTG 02/1		
			022020		001-101-0000-4300	21.88	
					PROGRAM SUPPLIES		
			022020		001-420-0000-4300	32.75	
					PROGRAM SUPPLIES		
					017-420-1337-4300	168.88	
			030220		MAR 2020-(1) MONTH 200 OUTLOOK 3E		
					001-135-0000-4260	1,582.00	
			030320		DINNER FOR CC & STAFF-CC MTG 03/1		
					001-101-0000-4300	21.88	

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1

Page: 1

vchlist

04/15/2020 10:32:51AM

Voucher List

CITY OF SAN FERNANDO

Page:

2

Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
218629	4/20/2020	888800 BUSINESS CARD	(Continued)			
			032320		FRAME	
					001-420-0000-4300	36.29
			032420		EOC LAPTOPS DUE TO COVID19	
				12198	001-250-3689-4500	5,633.94
			033120		FINANCE CHARGE	
					001-190-0000-4435	126.30
					Total :	7,637.82
218630	4/20/2020	100537 CALIFORNIA DEBT AND INVESTMENT	27357		REPORTING FEE LEVIED-WATER SYST	
					070-385-0806-4270	337.50
					Total :	337.50
218631	4/20/2020	892076 CEJ ENGINEERS, INC	142.02.16-05		ENGINEERING SERVICES	
			142.03.16-01	12196	012-311-0560-4600	818.00
					ENGINEERING SERVICES	
			CO-1	12196	001-310-0000-4270	2,700.00
					ENGINEERING SERVICES	
				12196	012-311-0560-4600	5,340.00
					Total :	8,858.00
218632	4/20/2020	893177 CELL ENERGY	400		SERV. FOR VEH. BATTERIES (DELIVER	
			6242	12033	041-1215	-300.16
					SERV. FOR VEH. BATTERIES (DELIVER	
			6273	12033	041-1215	384.63
					SERV. FOR VEH. BATTERIES (DELIVER	
			6288	12033	041-1215	600.31
					SERV. FOR VEH. BATTERIES (DELIVER	
					041-1215	540.25
					Total :	1,225.03
218633	4/20/2020	103818 CITY OF LOS ANGELES	20209727741		INSPECTION & CONTROL FEE -	
					070-384-0000-4330	496.00
					Total :	496.00
218634	4/20/2020	890893 CITY OF SAN FERNANDO	APRIL 2020		VARIOUS CITY PROPERTY UTILITY BIL	
					043-390-0000-4210	15,367.65

Page:

Page: 2

vchlist

Voucher List

Page: 9

04/15/2020 10:32:51AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: April 20, 2020

Subject: Consideration to Adopt a Resolution Commemorating the Victims of the Armenian Genocide

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7997 (Attachment "A") commemorating the victims of the Armenian Genocide.

BACKGROUND:

1. Since 2016, Mayor Joel Fajardo has requested a City Council Agenda item to adopt a resolution each year commemorating the victims of the Armenian Genocide, and City Council has approved that resolution.
2. On April 2, 2018, the City Council adopted Resolution No. 7843 commemorating the victims of the Armenian Genocide and approved a motion to include an annual resolution on the City Council Consent Agenda.
3. On April 2, 2019, the City Council adopted Resolution No. 7909 commemorating the victims of the Armenian Genocide.

ANALYSIS:

Each year around the world, many governments commemorate an Armenian Genocide Remembrance Day on April 24th. In commemoration of this day, staff requests approval of the attached resolution and to authorize staff to lower all flags to half-mast on April 24, 2020.

BUDGET IMPACT:

There is no budget impact associated with adopting this resolution.

Consideration to Adopt a Resolution Commemorating the Victims of the Armenian Genocide

Page 2 of 2

ATTACHMENT:

A. Resolution No. 7997

ATTACHMENT "A"**RESOLUTION NO. 7997****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, COMMEMORATING THE 105th ANNIVERSARY OF THE ARMENIAN GENOCIDE**

WHEREAS, the Armenian people, living in their 3,000-year historic homeland in eastern Asia Minor and throughout the Ottoman Empire, were subjected to severe persecution and brutal injustice by the rulers of the Ottoman Empire before and after the turn of the Twentieth Century, including widespread massacres, usurpation of land and property, and acts of wanton destruction during the period from 1894 to 1896, inclusive, and again in 1909;

WHEREAS, the horrible experience of the Armenians at the hands of their oppressors culminated in the Armenian Genocide, beginning in 1915, in what is known by historians as the "First Genocide of the Twentieth Century," and as the prototype of modern day mass killing;

WHEREAS, the Armenian Genocide commenced on April 24, 1915 with the arrest, exile, and murder of hundreds of Armenian intellectuals, and business, political, and religious leaders, and thereafter rapidly spread throughout Anatolia;

WHEREAS, the regime then in control of the Ottoman Empire, known as the "Young Turks," planned and executed the unspeakable atrocities committed against the Armenian people from 1915 to 1923, inclusive, which included the torture, starvation, and murder of 1,500,000 Armenians, death marches into the Syrian Desert, the forced exile of more than 500,000 innocent people, and the loss of the traditional Armenian homelands;

WHEREAS, the Armenian Genocide is documented with overwhelming proof in the national archives of the United States, Austria, France, Germany, Great Britain, Russia, Turkey, the Vatican and many other countries;

WHEREAS, the Los Angeles area is the home of one of the largest population of survivors of the Armenian Genocide and their descendants in the world outside of Armenia, and those residents reasonably demand justice and appropriate recognition of the crimes committed against the Armenian people; and

WHEREAS, it is vital that the Government of the United States properly reaffirm the Armenian Genocide, not just because of the moral implications, but because such recognition can help to prevent future atrocities from occurring.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The representations set forth in the Recitals above, are true and correct.

SECTION 2: That by the adoption of this Resolution, the City of San Fernando calls upon the President to ensure that the foreign policy of the United States reflects appropriate understanding and sensitivity concerning issues related to human rights, ethnic cleansing, and genocide documented in the United States record relating to the Armenian Genocide, and URGES the Republic of Turkey to end its decades-long campaign of Genocide denial.

SECTION 3: That by the adoption of this Resolution the City Council of the City of San Fernando hereby declares April 24, 2020 as a Day of Remembrance for the victims of the Armenian Genocide.

PASSED, APPROVED, AND ADOPTED this 20th day of April, 2020.

Joel Fajardo, Mayor

ATTEST:

Cynthia Alba, Deputy 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 20th day of April 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

Cynthia Alba, Deputy City Clerk

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: April 20, 2020

Subject: Consideration to Adopt a Resolution Declaring April as Sexual Assault Awareness Month and April 29, 2020 as Denim Day

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7998 (Attachment "A") declaring April as Sexual Assault Awareness Month and April 29, 2020 as Denim Day.

BACKGROUND:

1. Since 2019, Councilmember Robert Gonzales has requested a City Council Agenda item to adopt a resolution declaring April as Sexual Assault Awareness Month and a certain day in April as Denim Day.
2. On April 2, 2019, the City Council adopted Resolution No. 7908 declaring April as Sexual Assault Awareness Month and April 24, 2019 as Denim Day, and also approved including an annual resolution to declare April as Sexual Assault Awareness Month and one Wednesday in April as Denim Day on the City Council Consent Agenda.

ANALYSIS:

Sexual Assault Awareness Month (SAAM).

The National Sexual Violence Resource Center (NSVRC) is the leading nonprofit in providing information and tools to prevent and respond to sexual violence. NSVRC translates research and trends into best practices that help individuals, communities and service providers achieve real and lasting change.

In 2001, NSVRC established Sexual Assault Awareness Month (SAAM), a campaign to educate and engage the public in addressing this widespread issue.

The goal of SAAM is to raise public awareness about sexual violence and educate communities on how to prevent it. Rape, sexual assault, and sexual harassment harm our community, and

Consideration to Adopt a Resolution Declaring April as Sexual Assault Awareness Month and April 29, 2020 as Denim DayPage 2 of 3

statistics show that one in five women and one in 67 men will be raped at some point in their lives.¹ Child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault before the age of 18.² On campus, one in five women and one in 16 men are sexually assaulted during their time in college.³

The theme of this year's SAAM campaign is "I Ask" and champions the power of asking for consent – whether it be asking to hold someone's hand, for permission to share personal information with others, or if a partner is interested in sex. Consent is a clear, concrete example of what it takes to end sexual harassment, abuse, an assault. The goal of the campaign is to empower everyone to put consent into practice. I Ask is the statement by which individuals will demonstrate that asking for consent is a healthy, normal, and necessary part of everyday interactions.

Denim Day.

In 1999, Peace Over Violence established the Denim Day campaign to honor SAAM on a Wednesday in April.

The campaign began after a ruling by the Italian Supreme Court where a rape conviction was overturned because the justices felt that since the victim was wearing tight jeans she must have helped the person who raped her remove her jeans, thereby implying consent. The following day, the women in the Italian Parliament came to work wearing jeans in solidarity with the victim.

Peace Over Violence developed the Denim Day campaign in response to this case and the activism surrounding it. Since then, wearing jeans on Denim Day has become a symbol of protest against erroneous and destructive attitudes about sexual harassment, abuse, assault and rape.

BUDGET IMPACT:

There is minimal budget impact associated with adopting this resolution and preparing the related proclamation.

CONCLUSION:

Each year advocates and communities across the country take action to prevent sexual violence. In an effort to send a powerful message, heighten awareness and dispel myths about sexual violence, harassment, assault and rape, staff recommends that the City Council adopt Resolution

¹ Smith et al., 2017

² Dube et al., 2005

³ Krebs, Lindquist, Warner, Fisher, & Martin, 2007

Consideration to Adopt a Resolution Declaring April as Sexual Assault Awareness Month and April 29, 2020 as Denim DayPage 3 of 3

No. 7998 and authorize staff to issue a proclamation (Attachment "B") declaring April as Sexual Assault Awareness Month and April 29, 2020 as Denim Day.

ATTACHMENTS:

- A. Resolution No. 7998
- B. Proclamation

ATTACHMENT “A”**RESOLUTION NO. 7998****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, DESIGNATING APRIL AS SEXUAL ASSAULT AWARENESS MONTH AND APRIL 29, 2020 AS DENIM DAY**

WHEREAS, Sexual Assault Awareness Month (SAAM) calls attention to the fact that sexual violence is widespread and impacts every person in the San Fernando community; and

WHEREAS, the goal of SAAM is to raise public awareness about sexual violence and educate communities on how to prevent it; and

WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show that one in five women and one in 67 men will be raped at some point in their lives; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault before the age of 18;

WHEREAS, on campus, one in five women and one in 16 men are sexually assaulted during their time in college; and

WHEREAS, the theme of this year’s SAAM campaign is “I Ask” and champions the power of asking for consent – whether it be asking to hold someone’s hand, for permission to share personal information with others, or if a partner is interested in sex. Consent is a clear, concrete example of what it takes to end sexual harassment, abuse, an assault. The goal of the campaign is to empower everyone to put consent into practice. I Ask is the statement by which individuals will demonstrate that asking for consent is a healthy, normal, and necessary part of everyday interactions; and

WHEREAS, for the past 20 years, Peace Over Violence has run its Denim Day campaign on a Wednesday in April to honor SAAM;

WHEREAS, the campaign began after a ruling by the Italian Supreme Court where a rape conviction was overturned because the justices felt that since the victim was wearing tight jeans she must have helped the person who raped her remove her jeans, thereby implying consent. The following day, the women in the Italian Parliament came to work wearing jeans in solidarity with the victim; and

WHEREAS, Peace Over Violence developed the Denim Day campaign in response to this case and the activism surrounding it. Since then, wearing jeans on Denim Day has become a symbol of protest against erroneous and destructive attitudes about sexual harassment, abuse, assault and rape.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The representations set forth in the Recitals above, are true and correct.

SECTION 2. That by adoption of this Resolution, the City of San Fernando declares April as Sexual Assault Awareness Month and joins advocates and communities across the country in taking action to prevent sexual violence.

SECTION 3. That by adoption of this Resolution, the City of San Fernando declares April 29, 2020 as Denim Day and calls upon community members, elected officials, businesses and students to make a social statement with their fashion statement by wearing jeans on this day as a visible means of protest against the misconceptions that surround sexual violence.

PASSED, APPROVED, AND ADOPTED this 20th day of April, 2020.

Joel Fajardo, Mayor

ATTEST:

Cynthia Alba, Deputy 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 20th day of April, 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

Cynthia Alba, Deputy City Clerk



ATTACHMENT "B"

Proclamation

**SEXUAL ASSAULT
AWARENESS MONTH**
April 2020

& DENIM DAY
April 29, 2020

WHEREAS, the National Sexual Violence Resource Center has declared April as "Sexual Assault Awareness Month" and Peace Over Violence has declared April 29, 2020 as "Denim Day" in Los Angeles County;

WHEREAS, both campaigns are intended to draw attention to the fact that sexual violence remains a serious issue in our society and harmful attitudes about all forms of sexual violence allow these issues to persist and allow victim/survivors to be re-victimized;

WHEREAS, sexual harassment is part of a continuum of violence whose damaging effects are felt throughout our culture;

WHEREAS, "Sexual Assault Awareness Month" and "Denim Day" were also instituted to call attention to misconceptions and misinformation about sexual violence, and the problem that many in society remain disturbingly uninformed with respect to issues of sexual harassment, assault, abuse, and rape;

WHEREAS, rape, sexual assault, and sexual harassment harm our community and statistics show that one in six boys and one in four girls will experience sexual assault before the age of 18, one in five women and one in 16 men are sexually assaulted during their time in college; and one in five women and one in 67 men will be raped at some point in their lives;

WHEREAS, with proper education on the matter and comprehensive prevention projects, sexual violence and its unfair and traumatizing effects are preventable.

NOW, THEREFORE, THE SAN FERNANDO CITY COUNCIL DOES HEREBY PROCLAIM APRIL 2020 AS SEXUAL ASSAULT AWARENESS MONTH and designates April 29, 2020 as **DENIM DAY** in the City of San Fernando, and urges all citizens to wear jeans on April 29, 2020 to help communicate the message that there is no excuse and never an invitation to harass, abuse, assault, or rape.



Joel Fajardo
JOEL FAJARDO
MAYOR

Hector A. Pacheco
HECTOR A. PACHECO
VICE MAYOR

Sylvia Ballin
SYLVIA BALLIN
COUNCILMEMBER

Robert C. Gonzales
ROBERT C. GONZALES
COUNCILMEMBER

Mary Mendoza
MARY MENDOZA
COUNCILMEMBER

April 20, 2020

THE CITY OF
SAN FERNANDO

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Martin Pastucha, Interim Director of Public Works

Date: April 20, 2020

Subject: Consideration to Approve a Professional Services Agreement with Emergency Planning Consultants for Update of the City's Local Hazard Mitigation Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" – Contract No. 1949) with Emergency Planning Consultants (EPC) in an amount not to exceed \$35,000 for outreach and planning services to update the City's Local Hazard Mitigation Plan; and
- b. Authorize the City Manager to execute the Agreement.

BACKGROUND:

1. On July 20, 2015, City Council adopted the current Federal Emergency Management Administration (FEMA) approved City of San Fernando Local Hazard Mitigation Plan (LHMP).
2. On November 9, 2019, City Council accepted \$34,999.98 in grant funding from California Governor's Office of Emergency Services (Cal OES) Hazard Mitigation Grant Program to update the LHMP which is required every five years.
3. On February 6, 2020, a Request for Proposal (RFP) (Attachment "B") was distributed and posted on the City's website for consultation services for the development of a Single Jurisdiction Local Hazard Mitigation Plan (LHMP) update.
4. On February 27, 2020, two proposals (Attachment "C") to provide services were received: 1) EPC, and 2) Integrated Solutions Consulting.
5. In March 2020, the Interim Public Works Director established a panel consisting of staff from Public Works and the Police Department to review proposals and interview consulting firms.

Consideration to Approve a Professional Services Agreement with Emergency Planning ConsultantsPage 2 of 3

6. On April 7, 2020, the panel conducted interviews with both consulting firms via Zoom, and the panel determined EPC to be the most qualified and well(?) positioned firm for the development of an update to the City's LHMP, based on their breadth of experience and readiness to complete the scope of work.

ANALYSIS:

The City's LHMP contains courses of action that the City can implement to negate the effects of a natural disaster, including pandemics. Disasters can cause loss of life, damage buildings and infrastructure, and have devastating consequences for a community's economic, social, and environmental well-being. Hazard mitigation is the effort to reduce loss of life and property by lessening the impact of disasters and is best accomplished when based on a comprehensive plan developed before a disaster strikes. The City's LHMP identifies strategies that reduce or eliminate long-term risk to people and property from the effects of natural disasters.

The Federal Disaster Mitigation Act of 2000 (DMA 2000) requires all cities, counties and special districts to adopt and update every five years, a LHMP to be eligible for participation in and receive disaster mitigation funding from FEMA Hazard Mitigation Grant Program (HMGP). The City's current LHMP was approved by FEMA on August 12, 2015 and expires on August 12, 2020.

To prepare an updated LHMP to be submitted to FEMA for approval, staff solicited proposals from consulting firms who specialize in Emergency Preparedness and Hazard Mitigation Planning. Proposals were received from the following two firms:

Consultant	Proposed Cost
Emergency Planning Consultants (EPC)	\$45,000
Integrated Solutions Consulting (ISC)	\$47,232

The panel reviewed the proposals and evaluated each of them based on the criteria specified in the RFP. Based on review of the proposals submitted and interviews conducted with both consultants via Zoom, EPC was determined to be most suitable based on the overall criteria of project understanding, qualifications of the consulting team, relative project experience, project approach and methodology, and proposed cost.

ISC is a qualified firm. However, they did not have the same level of experience as EPC, did not convey the same understanding of the timeline for submitting the finalized plan, and were slightly more costly. In addition, unlike EPC, all members of ISC's team are not centrally located in southern California. With members of ISC's team based in different locations such as Idaho, Illinois and northern California, the interviewing panel felt more confident procuring services from EPC due to their team being based in one location.

Consideration to Approve a Professional Services Agreement with Emergency Planning ConsultantsPage 3 of 3

EPC has extensive experience developing local hazard mitigation plans. To date, EPC has written more than 110 FEMA-approved plans, including the County of Los Angeles All-Hazards Mitigation Plan and Los Angeles Metro All-Hazards Mitigation Plan. In addition, during its Zoom interview, EPC displayed their understanding of the city's timeline for submitting an updated LHMP to FEMA in order to qualify for grant funding based on the upcoming expiration date of the City's plan; ITC did not convey this same understanding. Further, the panel requested that each proposer review its cost proposal based on current COVID-19 Social Distancing requirements and focus its outreach on utilizing email and social media to conduct community outreach. EPC suggested approaches to community outreach that were more efficient and helped reduce the overall cost of consulting services to the amount of funding the City currently has for the project, which is \$35,000.00. ISC was unwilling to make any adjustments to their overall proposal to help bring their total cost for providing services to update of the LHMP more in-line with the City's budget for the project.

BUDGET IMPACT:

The total cost to update the City's LHMP and submit to FEMA for approval is \$35,000. To cover this cost, the \$34,999.98 in funds awarded to the City through the California Governor's Office of Emergency Services (Cal OES) Hazard Mitigation Grant Program will be used. The funds were awarded to the City specifically for updating the LHMP and have been appropriated for use during Fiscal Year 2019-2020.

CONCLUSION:

It is recommended that City Council approve a Professional Services Agreement with Emergency Planning Consultants in a not to exceed amount of \$35,000.00 and authorize the City Manager to execute the Agreement.

ATTACHMENTS:

- A. Contract No. 1949
- B. Request For Proposals
- C. Proposals



THE CITY OF
SAN FERNANDO

ATTACHMENT "A"
CONTRACT NO. 1949

PROFESSIONAL SERVICES AGREEMENT

EMERGENCY PLANNING CONSULTANTS

Outreach and Planning Services to Update City of San Fernando's Local Hazard Mitigation Plan

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of April 2020 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Emergency Planning Consultants (EPC) (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Proposal for Services**"). CONSULTANT 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 services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term of 13 months commencing from April 20, 2020: 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. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is set forth in **Exhibit "A."** CONSULTANT shall also receive reimbursement for those pass-through costs and expenses specifically identified in the Budget Summary as being reimbursable pass through costs, except that any such costs which are anticipated to be in excess of \$500.00 shall require the prior written approval of the General Manager or designee before they are incurred. For the purposes of this Agreement, those pass-through costs or expenses identified as being reimbursable under the Compensation Schedule may hereinafter be referred to

PROFESSIONAL SERVICES AGREEMENT

Outreach and Planning Services to Update City of San Fernando's Local Hazard Mitigation Plan

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as "Reimbursable." CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses, including Reimbursable Costs, indicated in CONSULTANT's monthly invoice or statement. CITY shall be under no obligation to reimburse CONSULTANT for unsubstantiated costs or expenses.

- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of THIRTY FIVE THOUSAND DOLLARS (\$35,000) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT'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, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT'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 CONSULTANT 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 CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT 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 CONSULTANT: In the event CONSULTANT 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 Services, CONSULTANT shall deliver to CITY

PROFESSIONAL SERVICES AGREEMENT

Outreach and Planning Services to Update City of San Fernando's Local Hazard Mitigation Plan

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immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT 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 CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works and Public Works Management Analyst (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager 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. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Carolyn Harshman, Owner/President, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT 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 CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT 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 prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

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Outreach and Planning Services to Update City of San Fernando's Local Hazard Mitigation Plan

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- C. CONSULTANT 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. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services 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 CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT 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 CONSULTANT or on CONSULTANT'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 CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT 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 services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this

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Agreement or the performance of any of CONSULTANT'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.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT 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 CONSULTANT'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 CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT 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. CONSULTANT'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, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for

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Outreach and Planning Services to Update City of San Fernando's Local Hazard Mitigation Plan

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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 CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT 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 CONSULTANT 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, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT 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: CONSULTANT 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 CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by

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Outreach and Planning Services to Update City of San Fernando's Local Hazard Mitigation Plan

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or any persons retained by CONSULTANT 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, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT'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 CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT 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 CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT 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, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory

PROFESSIONAL SERVICES AGREEMENT

Outreach and Planning Services to Update City of San Fernando's Local Hazard Mitigation Plan

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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 CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT 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. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT'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 CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT 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 CONSULTANT in the performance

PROFESSIONAL SERVICES AGREEMENT

Outreach and Planning Services to Update City of San Fernando's Local Hazard Mitigation Plan

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of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, 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 CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 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 CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT 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 CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT 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:

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- A. In the event either Party fails to perform any duty, obligation, service 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, 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. CONSULTANT 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 CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT 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, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT 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, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT 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.

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In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT'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) CONSULTANT'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 CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT'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 CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT'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 CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT'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, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT 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 CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, 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 CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT 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, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT 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.

VI. MISCELLANEOUS PROVISIONS

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- 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 CONSULTANT 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. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT 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 or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT 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: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT 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:

CONSULTANT:

Emergency Planning Consultants
3665 Ethan Allen Avenue
Attn: Carolyn J. Harshman
Phone: 858-483-4626

CITY:

City of San Fernando
Public Works Department
117 Macneil Street, San Fernando, CA
91340

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Fax: 858-483-2862
Email: epc@pacbell.net

Attn: Director of Public Works
Phone: 818-898-1237
Fax: 818-361-6728

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: CONSULTANT 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 subconsultants), 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 CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants 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 CONSULTANT, 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.
- 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.

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- 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.
- 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 CONSULTANT 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.

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- 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 CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

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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**EMERGENCY PLANNING CONSULTANTS**

By: _____
Nick Kimball, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney

EXHIBIT "A"

April 8, 2020

This is amendment to EPC's proposal dated February 22, 2020 to develop an update to the Local Hazard Mitigation Plan (LHMP) for the City of San Fernando. Emergency Planning Consultants (EPC) has written more than 110 FEMA-approved hazard mitigation plans as well as additional now in the plan writing and review phase. Additionally, EPC completed hazard mitigation plans, emergency operations plans, and other emergency management-related activities for other communities throughout Los Angeles County including the County of Los Angeles All-Hazards Mitigation Plan and Los Angeles Metro All-Hazards Mitigation Plan.

Hazard mitigation planning has been at the very core of "recovery planning" for decades but the Disaster Mitigation Act of 2000 elevated the importance of developing pre-disaster mitigation activities. Mitigation activities includes projects, programs, and plans that assist with minimizing or eliminating threats associated with hazards. Since the passage of DMA 2000 there have been numerous case studies proving that the steps taken ahead to minimize and/or eliminate risks has greatly reduced damages and loss of life. Like wearing a seat belt in a car, mitigation has revolutionized disaster outcomes. Whether thought of as "insurance" or a "good investment", there is no doubt that mitigation is the right thing to do. If that's not enough incentive, federal regulations require public jurisdictions to maintain a FEMA-approved HMP in order to be eligible for post-disaster Hazard Mitigation Grant Program funds. Additionally, recently there has been considerable discussion among other federal agencies about the future need for HMPs to qualify for other types of post-disaster funding.

EPC maintains the outstanding qualifications required to conduct hazard research and mapping, facilitate a robust planning process, actively encourage public involvement, negotiate with the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) during the formal review process, and garner adoption by the City of San Fernando City Council. EPC President Carolyn Harshman has enjoyed two careers: City Planning and Emergency Management. Both careers required continued improvement in professional skills of research, data collection, mapping, stakeholder involvement and community outreach, technical writing, public speaking, training design and delivery. Without a doubt, Emergency Planning Consultants is the subject matter expert in the field of hazard mitigation in California having written more plans (150 to date with some in formal review) and the most FEMA-approved plan (110 to date).

This proposal is valid for a period of one year and is signed by the sole proprietor of Emergency Planning Consultants. All services will be provided and/or managed out of EPC headquarters located at 3665 Ethan Allen Avenue, San Diego, CA 92117, (858) 483-4626, office, epc@pacbell.net. EPC has no issues with any of the content of the RFP, Scope of Work, agreement, or insurance requirements.

Respectfully,



Carolyn J. Harshman, CEM
Owner and President
Emergency Planning Consultants
epc@pacbell.net
www.carolynharshman.com

Attachments: Proposal, Attachment A-Statement of Compliance Form

Company Data

- a. Company Name: Emergency Planning Consultants is a DBA owned by Carolyn J. Harshman of 3665 Ethan Allen Avenue in San Diego, California
- b. Point of Contact: Carolyn J. Harshman, 3665 Ethan Allen Avenue in San Diego, California, 858-483-4626.
- c. Type of Entity: Sole Proprietor (Carolyn J. Harshman)
- d. Federal Employer I.D. 27-0204294
- e. Ownership: Emergency Planning Consultants is 100% owned by Carolyn J. Harshman
- f. Years in Business: The DBA for Emergency Planning Consultants was processed in 1997 along with a Business License from the City of San Diego.
- g. Years providing services: Mitigation Plans since 2005 when they were first required by FEMA; other Emergency Management services since 1987.
- h. List of all comparable contracts entered into during the last 5 years, completed or not. Include year contract started and completed, type of contract, contracting agency/client, project description, project manager. See below Completed and Ongoing Contracts Involving Hazard Mitigation Plans.

Completed and Ongoing Contracts Involving Hazard Mitigation Plans

Client	Start/Stop	Contract Type	Project	Project Manager
City of Montebello	2017/2017	Professional Services Agreement (PSA)	Hazard Mitigation Plan (HMP), General Plan Safety Element (GP-SE)	Carolyn J. Harshman (CJH)
City of Long Beach	2014/2017	PSA	HMP, Emergency Operations Plan (EOP), Continuity of Operations Plan (COOP)	CJH
City of Buena Park	2014-2017	PSA	HMP, EOP	CJH
Antelope Valley Transit Authority	2015/2018	PSA	HMP, Safety and Security Preparedness Plan	CJH
City of Bellflower	2014/2018	PSA	HMP, EOP, GP-SE	CJH
City of Santa Fe Springs	2016/2017	PSA	HMP	CJH
City of Lomita	2016/2017	PSA	HMP, EOP	CJH
Town of Yucca Valley	2017/2018	PSA	HMP	CJH
City of La Puente	2016/2018	PSA	HMP, EOP	CJH
City of Signal Hill	2016/2017	PSA	HMP	CJH
City of El Monte	2015/2016	PSA	HMP	CJH
City of Claremont	2015/2017	PSA	HMP, COOP	CJH
City of Whittier	2015/2016	PSA	HMP	CJH
City of Duarte	2019/present	PSA	HMP	CJH
City of Walnut, Walnut Unified	2019/present	PSA	MJHMP	CJH

School District, San Antonio Community College District				
City of Rancho Palos Verdes and Rolling Hills Estates	2019/present	PSA	MJHMP	CJH
Sonoma County Office of Education	2019/present	PSA	HMP	CJH
City of Sierra Madre	2019/present	PSA	HMP	CJH
Los Angeles Metro	2019/present	PSA	HMP	CJH
City of La Habra Heights	2019/present	PSA	HMP	CJH
Chula Vista Elementary School District	2015/2017	PSA	HMP	CJH
Southwestern Community College District	2015/2017	PSA	HMP	CJH
Morongo Unified School District	2019/present	PSA	HMP, EOP	CJH

- i. No failure or refusals to complete a contract.
- j. Carolyn J. Harshman owns 100% interest in Emergency Planning Consultants.
- k. Carolyn J. Harshman has no other financial interest in other lines of business.

Resumes and Qualification of Personnel

Emergency Planning Consultants offers a full range of emergency management professional services including plans, training, and exercises to various forms of government. A complete listing of clients and services is included later in this section.

The EPC Project Team selected for this project is the perfect balance of subject matter expertise, background, and local knowledge. Following are introductions to the EPC Team members.

Key Personnel



Name: Carolyn J. Harshman, CEM

Education: Master of Public Administration

Professional Affiliations: International Association of Emergency Managers, California Emergency Services Association, National Hazard Mitigation Association

Professional Licenses and Certifications: Certified Emergency Manager

Carolyn Harshman, CEM is the Owner and President of Emergency Planning Consultants and will serve as the Project Manager and Principal Planner. Preparing a Hazard Mitigation Plan requires subject matter expertise in the areas of emergency response planning, hazard mitigation planning, mapping, and land use planning. With backgrounds in both land use planning and emergency management, Ms. Harshman is the right fit for facilitating the planning project. Ms. Harshman will serve as the Project Manager to the designee at the City of San Fernando and maintains responsibility for all aspects of the contracted services. Monthly status updates will be provided. Invoices will be submitted according to the terms of the contract. As Principal Planner, Ms. Harshman will lead the project by facilitating and participating at all Planning Team meetings and the City Council. She will serve as the principal author and maintain quality control over the document at all times. Ms. Harshman will also manage relationships and contributions from EPC independent contractors, ensuring quality control and continuous improvement by conducting weekly meetings with the EPC Team.

Prior to working in the field of emergency management, Ms. Harshman enjoyed a combined 20-year career as a city, regional, and redevelopment planner for the County of San Diego, City of San Diego, and Southeastern Economic Development Corporation. In her role as a land use planner Ms. Harshman prepared General Plan Amendments, Community Plans, Zoning Ordinance revisions, and conducted hundreds of community meetings. As a local government staff member for so many years, Carolyn is very familiar with the organization, roles, and responsibilities of government entities. Ms. Harshman began work in the field of emergency management in 1984 when she was hired as a hazard planner for the County of San Diego's Office of Emergency Services. There she updated the County's Emergency Operations Plan and served as the Hazards Officer. Responding to requests from other jurisdictions to

provide consulting services, Carolyn began part-time work as a consultant in 1986 writing Multi-Hazard Functional Plans and providing mandated trainings. In 1996, she ended her career with local government and established Emergency Planning Consultants.

Ms. Harshman has been a member of FEMA's Emergency Management Institute's Planning Advisory Board since 2005, involved in each update to the Emergency Planning Course (G235). Also, she taught FEMA's pilot deliveries for the Comprehensive Preparedness Guide (CPG) 101 course. The revised CPG 101 regulations provide guidance on styles and content for emergency operations plans, placing emphasis on engaging the "whole community" – including those with access and functional needs, children, and those with household pets and service animals. Carolyn has completed and teaches FEMA Master Trainer Program courses as well as a variety of other courses at the Emergency Management Institute, California Specialized Training Institute, and as an adjunct instructor at a variety of educational facilities. Ms. Harshman holds a Master of Public Administration (MPA) degree from San Diego State University and is a Certified Emergency Manager (CEM), as conferred by the International Association of Emergency Managers.

Actively engaged in professional development, Ms. Harshman was in FEMA's first cohort of the National Emergency Management Executive Academy. Ms. Harshman is an active leader in the International Association of Emergency Managers, serving as Chair of the Conference Committee from 2006-2011, Chair of the Leadership Symposium from 2011-2013, Chair of the Membership & Marketing Committee from 2014-2016, President of IAEM- USA Region 9 (California, Arizona, Nevada, Hawaii, and Pacific Territories) and presently Second Vice President for IAEM-USA.

EPC notes that substitution or addition of key personnel shall be allowed only with prior written approval of the City.

Carolyn J. Harshman, MPA, CEM
3665 Ethan Allen Avenue
San Diego, CA 92117
Telephone: (858) 483-4626
Fax: (858) 483-2862
E-Mail: epc@pacbell.net
Web: www.carolynharshman.com

CAROLYN J. HARSHMAN, MPA, CEM

E D U C A T I O N

MASTER OF PUBLIC ADMINISTRATION, SAN DIEGO STATE UNIVERSITY, 1977
BACHELOR OF ARTS, PSYCHOLOGY, SAN DIEGO STATE UNIVERSITY, 1974

C E R T I F I C A T I O N

Certified Emergency Manager (CEM), International Association of Emergency Managers

E X P E R I E N C E

President (1984 to Present), *Emergency Planning Consultants*, San Diego, California. Consulting contracts include the Federal Emergency Management Agency (subject matter expert/trainer), U.S. Department of Homeland Security - FEMA (training development and delivery); U.S. Department of Defense - Center for Excellence in Disaster Management & Humanitarian Assistance (training); National Disaster Preparedness Training Center (recovery course developer and faculty); State of Hawaii (training and exercises); State of California (Multi-Hazard Functional Plan template); State of New Hampshire (emergency operations plan/standard operating procedures and guidelines); State of Indiana (grant administration, local CEMP courses, project management tools, and development of county CEMP & hazard analysis documents); State of Missouri (HSEEP agroterrorism functional exercise, HSEEP regional WMD exercises); State of Wyoming (training and exercises); State of Nebraska (training and exercises); County of Los Angeles (all-hazard mitigation plan); County of San Diego (multi-hazard functional plan); County of San Bernardino (training and exercises); City of Long Beach (hazard mitigation plan, emergency operations plan); City of Anaheim (hazard mitigation plan); City of Oakland (catastrophic plans); City of Carlsbad (comprehensive program of plans, training, and exercises); City of Chula Vista (pre-disaster recovery & reconstruction plan); City of Bellflower (hazard mitigation plan, emergency operations plans, general plan safety element); City of Upland (comprehensive program of plans, training, and exercises); City of Rancho Cucamonga (comprehensive program of plans, training, and exercises); City of Rancho Palos Verdes (comprehensive program of plans, training, and exercises); City of Santa Ana (emergency operations plan);

City of Buena Park (hazard mitigation plan, emergency operations plans); Los Angeles Unified School District (hazard mitigation plan); San Diego Unified School District (comprehensive program of plans, training, exercises, and REMS grant administration); San Diego Community College District (comprehensive program of plans, training, and exercises); Chula Vista Elementary School District (comprehensive program of plans, training, and exercises); Hawaii Department of Education (REMS grant writing, consulting); Santa Clara Office of Education (comprehensive program of plans, training, and exercises); Southwestern Community College District (comprehensive program of plans, training, and exercises) and numerous other local governments, school districts, and other government organizations. Training services have included California SEMS Introduction and EOC courses; ICS 100, 200, 300, 400, 402, 800; NIMS 700; and a wide variety of FEMA courses. Exercise services have included full-scale/field exercises (8), functional exercises (250), and tabletops (1,500).

Faculty (1984 to Present), *National University, FEMA's Emergency Management Institute, University of Hawaii, San Diego State University, Cal Poly San Luis Obispo, California State Fire Marshal, California Specialized Training Institute.*

Senior Projects Manager (1995 to 1996), *Southeastern Economic Development Corporation*, San Diego, California. Management of Projects & Development Division for City of San Diego's Redevelopment Agency.

Director of Training & Development (1987 to 1995), *City of San Diego*, San Diego, California. Management of organizational effectiveness and training programs for City Planning Department and the Building Inspection Department.

City Planner (1985 to 1987), *City of San Diego Planning Department*, San Diego, California.

Operations Officer (1982 to 1985), *County of San Diego Office of Disaster Preparedness*, San Diego, California. Project Manager on County's Emergency Operations Plan, Hazard Analysis, Dam Evacuation Plans, Drought Plan, and Damage Assessment Process. Public Information Officer and Exercise Officer. Operational responsibilities included Emergency Operations Center activations.

Regional Land Use Planner (1977 to 1982), *County of San Diego Department of Planning and Land Use*, San Diego, California.

SPECIAL RECOGNITION

National StormReady Board, U.S. National Weather Service, Member, 2008-present

FEMA Emergency Management Institute

Advisory Group on Emergency Planning, 2005-present

National Emergency Management Executive Academy, First Cadre, 2012-2013

International Association of Emergency Managers (IAEM), Member, 1996-present

IAEM-USA Second Vice President 2019-2020

IAEM-USA Region 9 President 2016-2017, 2017-2018, 2018-2019

Membership & Marketing Chair 2014, 2015

Leadership Symposium Chair 2012, 2013

Conference Committee Chair 2006, 2007, 2008, 2009, 2010, 2011

California State Representative 2004, 2005, 2006, 2007, 2008, 2009

Speaker, 1998 Annual Conference

Topic: *Standardized Emergency Management System 101*

Topic: *Grassroots Recovery – The Recovery Task Force*

Speaker, 1997 Annual Conference

Topic: *Creative Financing Techniques for Hazard Mitigation*

Speaker, 2012 Annual Conference

Topic: *Recovery & Reconstruction Planning – Avoiding the Rush to Normalcy*

Speaker, 2016 Annual Conference

Topic: *Demystifying Pre-Disaster Recovery Planning*

Speaker, 2017 Annual Conference

Topic: *Force Multiplier – Enlisting Property Owners in Hazard Mitigation*

Speaker, 2018 Annual Conference

Topic: *Will You Win or Lose at the Game of Debris Management?*

California Emergency Services Association (CESA), Member, 2000-present

Webinar Speaker, March 2015

Topic: *Optimizing Opportunities for Mitigation*

Speaker, October 2015

Topic: *Demystifying Pre-Disaster Recovery Planning*

Speaker, 2018 Annual Conference

Topic: *Will You Win or Lose at the Game of Debris Management?*

National Hazard Mitigation Association (NHMA), Member, 2017-present

Support Personnel



Name: Alex Fritzler

Education: Bachelor of Arts – Business Administration

Professional Affiliations: California Emergency Services Association

Alex Fritzler is an Independent Contractor and will serve as the Lead Research and Mapping Analyst. He will be responsible for hazard and demographic research, writing, technical services, graphics, data analysis, and mapping services in support to the EPC Team. Alex has assisted with the preparation of more than thirty local government hazard mitigation plans since joining EPC in 2010.



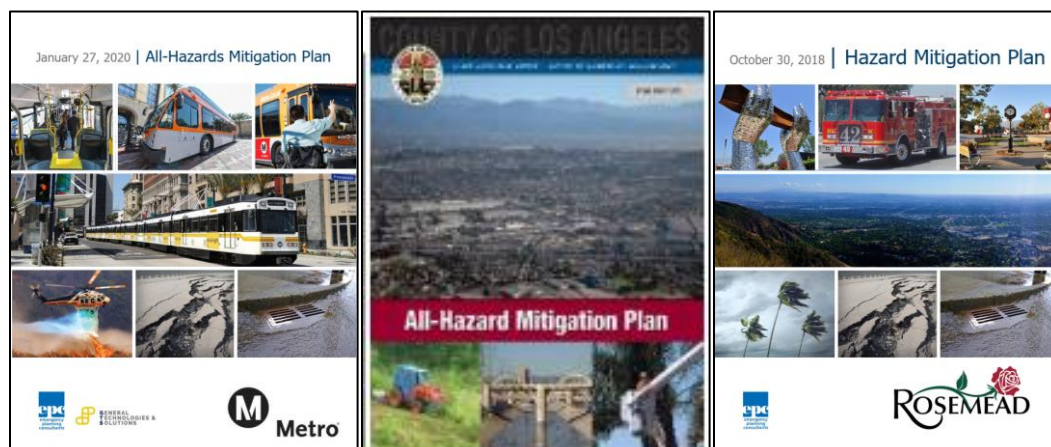
Name: Zoe Schumacher

Education: Master of Arts – Geography

Professional Affiliations: Urban and Regional Information Systems Association

Zoe Schumacher is an Independent Contractor and will serve as the GIS Analyst. Ms. Schumacher has over 15 years of extensive experience with ESRI ArcMap suite of software, and extensions including Spatial and 3D Analyst, ArcSDE, ArcGIS Server. She conducts aerial interpretations and utilization of GIS to identify high-value ecosystems. Ms. Schumacher is trained and well-versed in the use of HAZUS-MH - FEMA's natural disaster loss projection software. She has served as EPC's GIS Analyst since 2017.

Following is EPC's Comprehensive List of Clients and Projects including Hazard Mitigation Plans, Emergency Operations Plan, Continuity of Operations Plan, Pre-Disaster Recovery Plans, and Emergency Management Training and Exercises.



Emergency Planning Consultants Client and Project List	
	Scope of Work
Federal Government	
Federal Emergency Management Agency (FEMA)	Course design and deliveries for FEMA's Emergency Management Institute
National Disaster Preparedness Training Center (NDPTC-University of Hawaii)	Course design and deliveries of Advanced Disaster Recovery Course, Leveraging Tools for Conducting Damage Assessments, Coastal Community Resilience, Community Planning for Disaster Recovery
State Governments	
California	Office of Emergency Services: Multi-Hazard Functional Plan Template, California Specialized Training Institute: Course deliveries
Indiana	Comprehensive Emergency Management Plan (CEMP) Template, Facilitated completion of CEMP for 15 Indiana Counties
Missouri	HSEEP agro-terrorism functional exercise, HSEEP regional WMD exercises
New Hampshire	State Operations Plan, EOC Standard Operating Procedures
Hawaii	Department of Education: Grant writing - Readiness and Emergency Management for Schools Grant (2008), State Civil Defense: Course and exercise deliveries
City and County Governments	
City of Anaheim	Update Hazard Mitigation Plan
City of Bellflower	Hazard Mitigation, Grant Writing, Update Hazard Mitigation, Update General Plan Safety Element and Technical Background Report, Update Emergency Operations Plan
City of Bradbury	Hazard Mitigation Plan
City of Buena Park	Hazard Mitigation Plan, Update Emergency Operations Plan
City of Carlsbad	Emergency Operations Plan, EOC Trainings and Exercises, Full-Scale Active Shooter Exercise (multi-jurisdictional law enforcement event)
City of Carson	Hazard Mitigation Plan
City of Cerritos	Hazard Mitigation Plan
City of Chula Vista	Pre-Disaster Recovery Plan

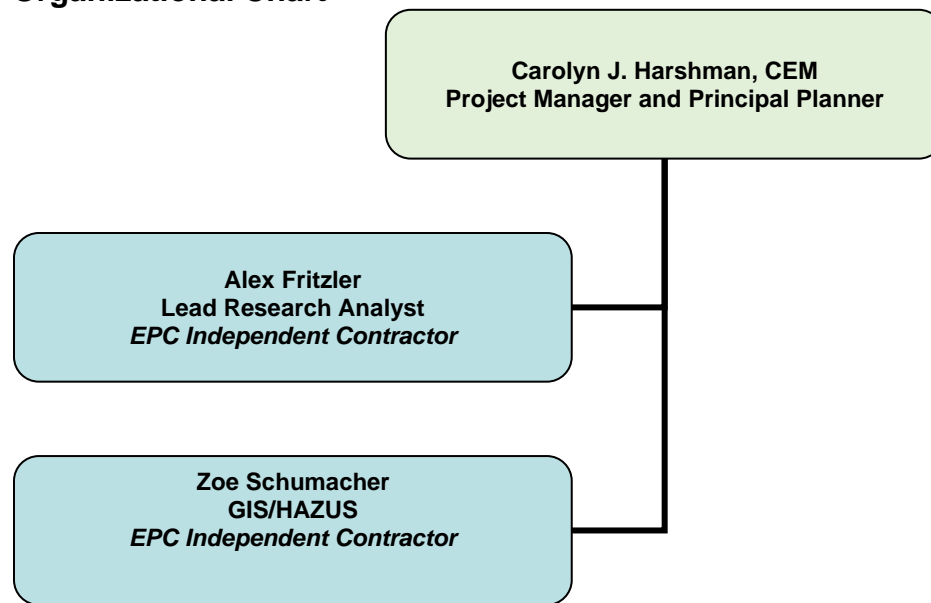
City of Claremont	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Continuity of Operations Plan
City of Coachella	EOC Tabletop Exercise
City of Compton	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of Covina	Hazard Mitigation Plan, Emergency Operations Plan, Update Hazard Mitigation Plan
City of Duarte	Update Hazard Mitigation Plan
City of El Monte	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of El Segundo	Hazard Mitigation Plan
City of Glendora	Hazard Mitigation Plan, SEMS EOC Course
City of Hawaiian Gardens	Hazard Mitigation Plan
City of Hermosa Beach	Hazard Mitigation Plan, Emergency Operations Plan, EOC Trainings and Exercises, Update Emergency Operations Plan
City of Hesperia	EOC Trainings and Functional Exercise
City of Huntington Park	Hazard Mitigation Plan
City of Indio	Incident Command System 300 and 400 Training Courses, EOC Section-Specific Training
City of Irwindale	Update Hazard Mitigation Plan
City of La Habra Heights	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of La Mirada	Hazard Mitigation Plan
City of La Puente	Update Hazard Mitigation Plan, Update Emergency Operations Plan, EOC Training
City of Lakewood	Update Emergency Operations Plan
City of Lomita	Update Hazard Mitigation Plan, Update Emergency Operations Plan
City of Long Beach	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Update Emergency Operations Plan, Continuity of Operations Plan
City of Lynwood	Hazard Mitigation Plan
City of Manhattan Beach	Hazard Mitigation Plan, Emergency Operations Plan, EOC Training and Exercises
City of Palos Verdes Estates	Emergency Operations Plan, Continuity of Operations Plan, Training and Exercises

City of Rancho Cucamonga	Emergency Operations Plan, Continuity of Operations Plan, Continuity of Government Plan, EOC Training and Exercises
City of Rancho Palos Verdes	Multi-Jurisdictional Hazard Mitigation Plan, Emergency Operations Plan, EOC Trainings and Exercises, Update Multi-Jurisdictional Hazard Mitigation Plan, Continuity of Operations Plan, Update Multi-Jurisdictional Hazard Mitigation Plan
City of Rolling Hills	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of Rolling Hills Estates	Multi-Jurisdictional Hazard Mitigation Plan, Update Multi-Jurisdictional Hazard Mitigation Plan, Update Multi-Jurisdictional Hazard Mitigation Plan
City of Rosemead	Update Hazard Mitigation Plan
City of Santa Ana	Update Emergency Operations Plan, Update Hazard Mitigation Plan
City of Santa Fe Springs	Hazard Mitigation Plan
City of Sierra Madre	Update Hazard Mitigation Plan
City of Signal Hill	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of South El Monte	Hazard Mitigation Plan
City of South Gate	Hazard Mitigation Plan
City of Twentynine Palms	Update Hazard Mitigation Plan
City of Upland	Emergency Operations Plan, EOC Training and Exercises, EOC Design
City of Vernon	Hazard Mitigation Plan
City of Walnut, Mt. San Antonio Community College District, Walnut Valley Unified School District	Hazard Mitigation Plan
City of Whittier	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Update Hazard Mitigation Plan
County of San Bernardino	Exercise Evaluator, EOC Course deliveries, SEMS Introduction Online Course
County of San Diego	Multi-Hazard Functional Plan, Emergency Management Contracted Services
County of Los Angeles	Update Hazard Mitigation Plan, Emergency Management Contracted Services
Town of Yucca Valley	Hazard Mitigation Plan, Update Hazard Mitigation Plan

Educational Institutions	
Chula Vista Elementary School District	Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, Needs & Capabilities Assessment, District Hazard Analysis, Risk/Vulnerability Assessments, Site Exercises
Covina-Valley Unified School District	Hazard Mitigation Plan, District Hazard Analysis, Needs & Capability Assessment
East Whittier City Elementary School District	Hazard Mitigation Plan
El Camino Community College District	Comprehensive Emergency Management Program - Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, Needs & Capabilities Assessment, District Hazard Analysis, Risk/Vulnerability Assessments, Site Trainings and Exercises
El Segundo Unified School District	Hazard Mitigation Plan
Granite School District (Salt Lake City, Utah)	Hazard Mitigation Plan
Little Lake City Elementary School District	Hazard Mitigation Plan
Los Angeles Unified School District	Update Hazard Mitigation Plan
Los Nietos Elementary School District	Hazard Mitigation Plan
Morongo Unified School District	Comprehensive Emergency Management Program – District Emergency Operations Plan, Site Emergency Plans, Site Assessments, EOC and Site Training and Exercises, Hazard Mitigation Plan
Palomar Community College District	Comprehensive Emergency Management Program - District Emergency Operations Plan, Site Emergency Plans, EOC and Site Training and Exercises
Palos Verdes Peninsula Unified School District	Hazard Mitigation Plan, Update Hazard Mitigation Plan
San Diego Community College District	Comprehensive Emergency Management Program - Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, EOC and Site Trainings and Exercises, Risk/Vulnerability Assessments

San Diego Unified School District	Comprehensive Emergency Management Program - Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, Needs & Capabilities Assessment, District Hazard Analysis, Risk/Vulnerability Assessments, 200 Site Functional Exercises, EOC Functional Exercises, Full-Scale Active Shooter Exercise, EOC Section-Specific Training and Tabletop Exercise
Santa Clara County Office of Education	Comprehensive Emergency Management Program - District Emergency Operations Plan, Site Emergency Plans, District Hazard Analysis, Site Safety Assessments, EOC Trainings, Site Command Team Trainings, EOC Tabletop Exercises
Sonoma County Office of Education	Multi-Jurisdictional Hazard Mitigation Plan including SCOE and 40 School Districts
South Whittier School District	Hazard Mitigation Plan
Southwestern Community College District	District Emergency Operations Plan, Site Emergency Plans, District Hazard Analysis, EOC Trainings, Site Command Team Trainings, EOC Tabletop Exercises, Grant Writing, Hazard Mitigation Plan
Whittier City School District	Hazard Mitigation Plan
Whittier Union High School District	Hazard Mitigation Plan, Update Hazard Mitigation Plan
San Bernardino Community College District	Update Hazard Mitigation Plan
Utility and Transit Providers	
Antelope Valley Transit Authority	Hazard Mitigation Plan, EOC/Field Functional Exercise, Security and Emergency Preparedness Plan, EOC/Field Functional Exercise, ICS and EOC Training
Cucamonga Valley Water District	Hazard Mitigation Plan, Risk and Resilience Assessment, Update Emergency Response Plan
Jurupa Community Services District	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Risk and Resilience Assessment, Update Emergency Response Plan
Los Angeles County Metropolitan Transportation Organization (Metro)	Hazard Mitigation Plan
Omnitrans	Hazard Mitigation Plan, Update System Security Emergency Response Preparedness Plan, Update Emergency Procedures, Deliver ICS Trainings, Exercises, Update Hazard Mitigation Plan
Non-Profit Organizations	
The Old Globe Theatre	Site Emergency Response Plan

Organizational Chart



References

Agency	Point of Contact	Contracted Service
City of Rosemead	Mandy Wong	Hazard Mitigation Plan
Los Angeles Metro	Moniek Pointer	All-Hazards Mitigation Plan
City of Santa Fe Springs	Darryl Pedigo	Hazard Mitigation Plan

Overview and Approach

The City of San Fernando's HMP was approved by FEMA on August 14, 2015 which means the plan is now in compliance with DMA 2000 but must be updated by August 14, 2020 or the City will no longer be eligible to complete for Hazard Mitigation Grant Program funds which are made available to jurisdictions within the declared area following a Presidential Disaster Declaration. In order to maintain eligibility, a FEMA-approved Hazard Mitigation Plan must be developed that accomplishes the following:

The intent of DMA 2000 is three-fold:

- To gather hazard, vulnerability, and mitigation information from the local level for use in state-level planning;
- To ensure that state and local hazard mitigation planning is coordinated to the greatest extent practical; and
- To ensure that local jurisdictions are made aware of the hazards and vulnerabilities within their jurisdiction and to develop strategies to reduce those vulnerabilities.

In order to meet all of those objectives, FEMA developed a “checklist” for use by the State and Federal reviewers. The Region IX Local Hazard Mitigation Plan Review Tool (FEMA Review Tool) includes the following tasks:

- Element A: Planning Process
- Element B: Hazard Identification and Risk Assessment
- Element C: Mitigation Strategy
- Element D: Plan Review, Evaluation, and Implementation
- Element E: Plan Adoption (by City Council)

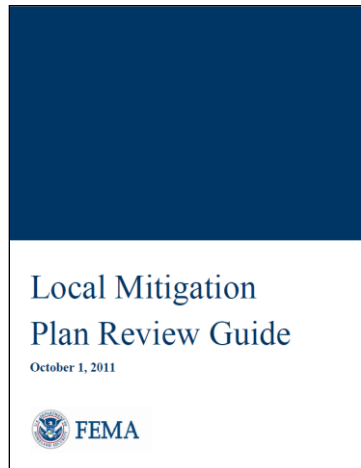
It's important to note that it is especially important to hire a firm with an extensive history of preparing FEMA-approved Hazard Mitigation Plans. Without adequate experience, it would not be unusual to spend as much time in the “Cal OES and FEMA review phase” as in preparing the actual plan. EPC prepares approvable plans and in the event a Cal OES or FEMA reviewer disagrees, knows how to discuss the difference in interpretation to gain approval. Specific strategies for accomplishing Element A-E are discussed below in Methodology and Quality Control.

Methodology and Quality Control

Preparation of the update to the Hazard Mitigation Plan will incorporate all of the federal requirements relating to local hazard mitigation plans. EPC's hazard mitigation planning approach has been perfected since 2005 when the federal government first required plans for local jurisdictions. Since that time great effort and time has gone into tracking the changes of “interpretations” by the regulatory agencies of the DMA 2000 legislation. Without publishing updates to the originating legislation, FEMA instead has published guidelines (see below) and has amended the FEMA Review Tool used to judge the adequacy of plans. Understanding all the changes in interpretation is critical to writing a plan that can go through the state and FEMA reviewers with only minor revisions. State and FEMA have both made significant staffing changes over the past year resulting in more consistent reviews and fewer unjustified requested changes. Recently, FEMA review staff have worked closely with state review staff to better understand the requirements in order to streamline the review process. With so many FEMA approved plans, obviously EPC clearly understands both the regulations and “interpretations” so goes into the review process as aligned as possible. All said, the key to a successful review is to be absolutely certain that every required component is clearly marked in the plan and on the FEMA Review Tool.

Nothing can replace EPC's years of experience and track record at facilitating and writing FEMA-approved Hazard Mitigation Plans. This experience has also prepared us for any unexpected challenges with other aspects of the planning process – Planning Team Meetings, community outreach, and participating in the adoption meeting. EPC prides itself on working closely with the jurisdiction's Point of Contact to bend and adjust to the content, format, and scheduling needs.

Hazard Mitigation Planning Process



The update to the Hazard Mitigation Plan will be completed in compliance with the requirements of the federal government Disaster Mitigation Act of 2000 (DMA 2000), FEMA's Local Multi-Hazard Mitigation Planning Guidance published July 2008, the Local Mitigation Plan Review Guide published in October 2011, and the Local Mitigation Planning Handbook published March 2013. In addition, the HMP will be written in such a way to comply with the Planning and Zoning requirements identified in California's AB747 pertaining to coordination with the General Plan-Safety Element. Building on the materials mentioned above and other FEMA mitigation "how-to guides", the following methodology will be utilized:

- **Planning Tools** have been developed by EPC that will significantly decrease the amount of jurisdictional staff time required for completion of the HMP. EPC developed these tools during preparation of the 2014 update to the County of Los Angeles All-Hazards Mitigation Plan.
- **Risk and Vulnerability Assessment** includes preparing the Hazard Identification, Risk Assessment, and Vulnerability Analysis portion of the Hazard Mitigation Plan. EPC will build off of the Risk Assessment in the 2019 County of Los Angeles All-Hazards Mitigation Plan as well as the 2018 State of California Multi-Hazard Mitigation Plan. Additionally, the City of San Fernando General Plan – Safety Element and Emergency Operations Plan will be reviewed for hazard and risk-related information as well as history of previous occurrences. EPC also maintains a broad range of resources for information regarding historical disasters. The EPC Team will base its research on the hazards on those as identified in the California Multi-Hazard Mitigation Plan. During the first Planning Team meeting, the hazards will be discussed, and EPC will provide recommendations on a final hazards list. The Risk Assessment in the HMP will include hazard-specific chapters including EPC-produced hazard maps showing location of critical and essential facilities and HAZUS-MH (see below).
- **Community Profile** will be developed for the project area. More than just demographics and organizational structure, the Profile will reflect the history and unique characteristics of the community.
- **Mapping** resources within the jurisdiction will be utilized by EPC to assist the reader in understanding the location and vulnerability to hazards. Additionally, EPC will produce any other maps necessary to properly explain the location of hazards as they relate to critical and essential facilities. Also, see below for a discussion on HAZUS-MH.

- **HAZUS-MH** (Hazards United States – Multi-Hazard) is software produced by FEMA designed to estimate loss projections for earthquake, hurricane, flooding, and tsunami. EPC will prepare a minimum of three HAZUS-MH Level 2 maps and reports – most likely including earthquake and flooding scenarios. The scenarios will be selected in coordination with the Planning Team. HAZUS-MH utilizes data from the most recent U.S. Census. That information is overlaid with a hazard scenario (e.g. Southern San Andreas Fault). In the case of an earthquake scenario, the HAZUS-MH output is a map showing shaking intensities along with a very detailed report on impacts to people, structures, infrastructure, and utilities. A sample HAZUS-MH flood map prepared by EPC is shown below:



- **Capability Assessment** includes a list of the programs (budgets, facility improvement plans), policies, and personnel available to each of the participating jurisdictions to complete the Mitigation Strategy.
- **Mitigation Strategy** is the comprehensive list of each existing and future mitigation action item for the jurisdiction. The Planning Team members will be relied on to assess the status of the mitigation action items identified in the City's 2013 HMP. Meeting time will also be dedicated to documenting other ongoing mitigation actions (e.g. tree trimming before a storm, etc.) as well as developing ideas for the future. Future ideas will be created by Planning Team members as well as drawn from the General Plan-Safety Element and Capital Improvement Program. During this brainstorming process, members will be encouraged to



think through the various hazards and come up with projects and programs that could be funded through the federal Hazard Mitigation Grant Program (HMGP) and other state and federal pre- and post-disaster funding mechanisms. EPC Tools will facilitate this process. FEMA regulations require that each of the mitigation action items will include a description of the action item, identification of coordinating department, timeline, priority, cost, benefit, goals accomplished, impacts to new and existing structures, and planning tools for implementation. EPC will present simple tools for ranking cost and benefit. The resulting Mitigation Actions Matrix is the very core of the mitigation planning process and will include action planning tools to be used by the Planning Team during the implementation process.

- **Community Outreach** will be discussed at the first Planning Team Meeting. In order to comply with FEMA requirements, it is critical that individuals and organizations outside of the Planning Team have access to the Plan during the “plan writing process”. The RFP identifies the desire for two community outreach workshops to provide an opportunity to interact with the Planning Team. Specifically, the RFP identifies the following meeting timeline: 1) during the planning process (e.g. while the plan is in the plan writing phase), 2) during the public review period (e.g. in advance of the City Council public meeting to adopt the HMP). Based on EPC previous experience, attendance at community outreach workshops is very low. Although EPC is more than happy to design and deliver excellent workshops, we would like to suggest alternatives to that approach. First of all, EPC’s project approach includes advertising and distribution of the Second Draft Plan to the general public and external agencies. The same outreach can certainly be conducted in advance of the City Council meeting to adopt the plan. Additionally, EPC encourages the City to seize the opportunity to engage the general public in mitigation through strategies like an online survey, a Zoom meeting for Community Preparedness Coalition and Neighborhood Watch to learn about hazards and mitigation. EPC worked with the City of Lomita on a disaster booth at their annual street fair which included a broad spectrum of commercial and public vendors. The disaster booth included displays of portable solar generators, seismic retrofit tools, flood-related products, and numerous handouts on household and business mitigation actions. EPC will introduce a range of community outreach options at the first Planning Team Meeting including numerous methods including social media will be utilized to announce the availability of the Second Draft Plan and the opportunity to provide input. In addition to encouraging participation in contributing to the Second Draft Plan, EPC will provide the following community outreach tools:
 - Distribution of EPC-produced handouts sharing mitigation techniques available to residents and businesses.



HOME & BUSINESS OWNERS

HAZARD MITIGATION

LOGO HERE

E A R T H Q U A K E

- MINIMIZE OR ELIMINATE THREATS ASSOCIATED WITH HAZARDS -

<input type="checkbox"/> Anchor plates, expansion anchors, and framing anchors to secure roofs to walls, walls at corners, and walls to foundations	<input type="checkbox"/> Protective coating on windows
<input type="checkbox"/> Gas and water automatic shut-offs	<input type="checkbox"/> Upgraded gas line connectors
	<input type="checkbox"/> Strap down water heaters
	<input type="checkbox"/> Secure heavy furniture and wall hangings

(INSERT CONTACT INFORMATION HERE)

- Links to hazard information allowing home and business owners to identify specific hazards impacting their own properties (State of California's MyHazards).



- **Hazard Mitigation Planning Team**

The Planning Team will consist of representatives from the City as well any outsourced services (e.g. Fire Department, etc.). As participants are selected, it's important to keep in mind that hazard mitigation focuses on regulatory controls as well as construction and maintenance of buildings and infrastructure. EPC will provide agendas, handouts, minutes, and PowerPoints for each meeting. EPC President Carolyn Harshman will facilitate each of the meetings which will be delivered live or virtually via EPC's GoToMeeting conference line, at the direction of the City's Point of Contact.

- **Planning Team Meeting #1** (2 hours)

- The purpose of the kick-off meeting is to provide a general overview of the project, timeline, gather pertinent documents, confirm roles and membership of the Planning Team, review the concepts and standards contained in the DMA 2000 regulations and FEMA Review Tool, discuss availability of mapping resources, and discuss opportunities for public participation.
 - Initial review of hazards.

- **Planning Team Meeting #2** (2 hours)

- The purpose of the second meeting is to begin work on the Mitigation Strategy. This will involve capturing the status of the mitigation actions identified in the 2015 HMP along with other existing mitigation activities since the 2015 HMP. EPC will work in advance of the meeting to review the General Plan-Safety Element, Annual Budget, and Capital Improvement Program in order to capture any already identified mitigation-related projects or policies.

- **Planning Team Meeting #3** (2 hours)

- The purpose of the third meeting is to develop new mitigation action items. During the meeting EPC will distribute a planning tool that contains a comprehensive list of mitigation actions from a wide variety of jurisdictional plans. The use of this comprehensive list will assist and expedite the Planning Team's process of identifying existing and future mitigation actions.

- **Planning Team Meeting #4** (2 hours)

- Review of the First Draft Plan will be preceded by advance distribution of the document to the Planning Team via the City's Point of Contact. The meeting will provide an opportunity for the Planning Team to share comments and corrections to the document. Also, this meeting will include a discussion on preparations and logistics for soliciting input from the general public and external agencies during the distribution of the Second Draft Plan.

- **General Public and External Agency Input**

FEMA requires the Second Draft Plan be made available to the general public and external agencies (e.g. adjoining jurisdictions, servicing special districts, etc.). EPC recommends posting the Second Draft Plan on the City's website and using existing notification methods perhaps including a newsletter or other

means to inform the general public of the Plan's availability. As for the external agencies, EPC will provide email content for distribution to the various agencies including a link to the posting of the Second Draft Plan. All information gathered will be included in the Third Draft Plan. Cal OES will also be sent an electronic copy of the Second Draft Plan and requested to begin a "preliminary review".

- **Finalization** will include sending an electronic copy of the Third Draft to the Point of Contact along with a cover letter and completed FEMA Review Tool for submission to Cal OES for the formal review. Following any DMA 2000-justified revisions by EPC, Cal OES will forward the Plan to FEMA for review and issuance of an Approval Pending Adoption. As with the review by Cal OES, EPC will complete any DMA 2000-justified revisions while being certain to protect the City from unfair and unjustified revisions. EPC guarantees the HMP will receive an Approval Pending Adoption. Upon receipt of the Approval Pending Adoption letter from FEMA, the Final Draft Plan will be scheduled for presentation to the City Council. EPC will prepare staff reports, a resolution, and PowerPoints. EPC President Carolyn Harshman will be available for the presentation to the City Council should that be desired. Following the meeting, EPC will forward proof of adoption to FEMA. FEMA will then issue a Letter of Approval which will be incorporated into the Final Plan. EPC will continue to lead the planning process until the Letter of Approval is received from FEMA and incorporated into the Final Plan.
- **Expectations of the City of San Fernando**
The City will be expected to provide meeting space suitable for PowerPoint presentations to be attended by the City's Hazard Mitigation Planning Team (meetings itemized above) as support for Community Outreach activities. Additionally, the Planning Team members will be required to attend the Planning Team meetings and review the First Draft Plan. The Point of Contact for the project will be required to provide additional time and attention to assisting the EPC Project Manager will acquiring needed information and resources required to support the plan writing process. Examples of such support could include sharing of existing maps and existing data.

Integration Plan

The project approach identified above provides an in-depth discussion of interactions with the Planning Team. As for project management, Project Manager Carolyn Harshman will maintain close coordination with the City's Point of Contact via email and telephone conversations. The RFP identifies a "project management closeout meeting". Since this wouldn't take place until after months of external review by Cal OES and FEMA, EPC recommends this discussion take place via email or telephone. The Finalization section above describes the details involved in creating the Final Plan. EPC is in the practice of submitting only 2 invoices: 1) upon submission of the First Draft Plan to the Planning Team, and 2) upon submission of the Final Plan to the Point

of Contact. EPC will accommodate a request by the City for a different schedule of invoicing.

PROJECT TIMELINE

Tasks	April 2020	May	June	July	August	September	October	November
Research								
Research for Risk Assessment	X							
Prepare HAZUS	X							
Plan Writing								
First Draft, Second Draft, Third Draft, Final Draft, Final	X	X	X	X	X	X	X	X
Planning Team Meetings								
Meeting #1 HMP Overview and Initial Hazard Briefing	X							
Meeting #2 HAZUS and Status of 2015 Mitigation Action Items	X							
Meeting #3 Future Mitigation Action Items		X						
Meeting #4 Review First Draft Plan		X						
Community Outreach (Review Second Draft Plan)								
Encouraging Public Participation in Household and Business Mitigation Activities			X					
General Public and External Agencies Input to Second Draft Plan			X					
Approval and Adoption of Plan								
Submit Second Draft Plan to Cal OES for Preliminary Review		X						
Submit Third Draft Plan to Cal OES/FEMA. Complete Mandated Revisions			X	X	X	X	X	
Receive FEMA's Approval Pending Adoption							X	
Post and Participate in City Council Meeting to Adopt the Final Draft Plan, Submit Proof of Adoption to FEMA								X
Receive FEMA Final Approval								X
Incorporate FEMA Final Approval into Final Plan								X

PROJECT COST

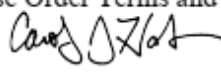
Project Milestone	Cost
Research and Plan Writing	\$20,000
Planning Team Meetings	\$10,000
Community Outreach	\$0
Adoption and Approval of Plan	\$5,000
Total	\$35,000

Attachment A – Statement of Compliance Form**CITY OF SAN FERNANDO****STATEMENT OF COMPLIANCE FORM**

Instructions: Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign one, and only one of the declarations stated below and remit as part of your Proposal as Attachment A.

No Exceptions.

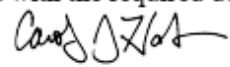
The undersigned declares that the Proposal submitted by (Name of Firm/Company) Emergency Planning Consultants to provide the services as described in the RFP was prepared in strict compliance with the instructions, conditions, and terms listed in the RFP, Scope of Services and Purchase Order Terms and Conditions with no exceptions taken.

Signature:  Date: February 22, 2020

Printed Name and Title: Carolyn J. Harshman, President

Exceptions.

By signing below, the Proposer acknowledges that the Proposal submitted by (Name of Firm/Company) Emergency Planning Consultants has been prepared in consideration of and with exception to some of the terms of the RFP, Scope of Services and Purchase Order Terms and Conditions. By signing below, the Proposer declares that the Proposal includes a statement that identifies each item to which the Proposer is taking exception or is recommending change, includes the suggested rewording of the contractual obligations or suggested change in the RFP, and identifies the reasons for submitting the proposed exception or change. The City reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

Signature:  Date: February 22, 2020

Printed Name and Title: Carolyn J. Harshman, President

ATTACHMENT "B"

**REQUEST FOR PROPOSALS****CONSULTATION SERVICES FOR THE
DEVELOPMENT OF A SINGLE
JURISDICTION LOCAL HAZARD
MITIGATION PLAN UPDATE**

For complete information regarding this project, see RFP posted at <http://www.sfcity.org> or contact the CITY representative listed below.

Thank you for your interest!

Contact Person: Martin Pastucha, Interim Director of Public Works

Phone Number: (818) 898-1237

Email Address: mpastucha@sfcity.org

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1. INTRODUCTION

The City of San Fernando (City) is located in the northwest portion of the San Fernando Valley in Los Angeles County, California. The City has a population of approximately 25,100 people. Like other communities in the Los Angeles County, San Fernando may experience earthquakes, windstorms, flooding, liquefaction, and drought. San Fernando is also subject to risks associated with climate change.

In 2013, San Fernando prepared a Single-Local Jurisdictional Multi-Hazard Mitigation Plan (MHMP) that was approved by FEMA. The plan expired in 2019 and the City is seeking a qualified consultant to develop an update to our single jurisdictional Local Hazard Mitigation Plan (LHMP).

The City of San Fernando is seeking proposals from qualified companies/consultants to provide **the necessary services to develop and submit the Local Hazard Mitigation Plan Update** for the City of San Fernando. The work will involve, but not be limited to, complete review and update of background and technical work regarding hazards, coordination with City staff, conducting public outreach, development of a plan consistent with the FEMA guidance documents, and that is accepted as well as approved by both the Cal OES and FEMA. The Project will be deemed complete upon final acceptance and approval by FEMA and subsequent approval by the San Fernando City Council.

The City of San Fernando Departments will work together with the consultant to create a document that will satisfy the requirements and adhere to the Local Mitigation Planning Handbook March 2013 and Hazard Mitigation Assistance Unified Guidance February 2015, the Disaster Mitigation Act of 2000, as well as the Code of Federal Regulations Section 44 CFR 201(Planning) and Part 206 (Projects), and in Title 2 of the Code of Federal Regulations(2 CFR), Part 200 (Uniform Administrative Requirements), for a single jurisdiction local hazard mitigation plan. In addition the City wants to incorporate the provisions of AB747 contained in Section 65302.15 of the Government Code of the State of California.

General Background Information:

The City of San Fernando has been awarded a sub-recipient grant to perform the update of the City's single Jurisdiction LHMP. Because there are limited funds available, it is a project requirement the City request that a firm fixed cost proposal including travel, supplies and materials be submitted for the entire project. The consultant shall include with proposal a narrative budget justification for each of the budgeted items identified.

2. PROJECT OBJECTIVES

The overarching requirement of the Consultant under this scope of work is to manage, coordinate, prepare, and administer the update of a single jurisdiction MHMP for the City of San Fernando. This scope and contract is intended to be inclusive of the entire MHMP update process from initial planning through final approval by FEMA and adoption by the City. The Consultant shall perform all necessary planning, administration, professional analysis, supporting documentation, and work required for the preparation and adoption of the Updated City of San Fernando Local Hazard Mitigation Plan in full conformance

with the requirements of the Disaster Mitigation Act of 2000, 44 CFR 201.6 and the FEMA Local Mitigation Plan Guidelines as stated above.

3. SCOPE OF WORK

A general Scope of Work has been prepared and is attached as Attachment “A” to be used by Consultants as a basis for responding to this RFP. Please note that all items necessary for the successful planning, preparation, approval and adoption of this LHMP may not be included in this Scope of Work and the Consultants responding to this request shall take the type and magnitude of this project into account when submitting their proposal. Respondents to this RFP are expected to identify in their proposal any modifications to the proposed Scope of Work that may be deemed necessary to achieve successful completion, approval and adoption of the LHMP.

The consultant will facilitate the planning process with the assistance of city staff after the team has been identified for this plan update. In addition to the planning process, the consultant will be requested to:

- Conduct an updated assessment of the hazards and risks that pose a threat to the community, including, but not limited to the relevant hazards and risks as potential threats identified in the 2013 Local Multi-Hazard Mitigation Plan and in the City’s Emergency Operations Plan.
- Identifying available resources, programs, and other efforts capable of assisting the City to mitigate these hazards or improve resiliency to them. Such efforts shall include local, county, regional, state, and federal capabilities.
- Prepare an updated comprehensive Local Multi-Hazard Mitigation Plan consistent with the strategies and actions in the State of California’s Multi-Hazard Mitigation Plan. The Local Hazard Mitigation Plan will also be consistent with applicable local and county plans, including the City of San Fernando Emergency Operations Plan, and the County of Los Angeles Hazard Mitigation Plan.
- Successful approval from CAL OES and FEMA and adoption by City Council of a new LHMP.

4. PROPOSAL RESPONSE REQUIREMENTS

Interested consultants are to provide the City of San Fernando with a thorough proposal with the following sections included in the bidder’s response:

A. Cover Letter

Proposals must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and a summary statement of professional qualifications.

B. Company Data

- a. Please submit the following information.
 - i. Official Company Name and Address

- ii. Name, Address, and Contact Information for the Proposer's primary point of contact.
- iii. Indicate the type of entity (corporation, company, joint venture, etc.)
- iv. Federal Employer I.D. Number
- v. A statement indicating whether Proposer is totally or partially owned by another business organization or individual.
- vi. Number of years Proposer has been in business under the present business name.
- vii. Number of years of experience the Proposer has in providing the required, equivalent, or related services.
- viii. A list of all comparable contracts entered into during the last five (5) years, completed or not. Please indicate the following:
 - 1. Year contract started and completed
 - 2. Type of Contract
 - 3. Contracting Agency/Client
 - 4. Project Description
 - 5. Project Manager
- ix. Any failures or refusals to complete a contract (include explanation).
- x. Individuals/Firms who own an interest of 10% or greater in Proposing firm.
- xi. Financial Interest of firm in other line of business

C. Resumes and Qualifications of Personnel

The Proposer shall furnish a qualification plan with sufficient information for judging the quality and competence of the personnel that would be utilized to perform services under the proposed scope of work. In its assessment of the proposals, the City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the services being considered. The proposer will furnish resumes in outline form to illustrate key personnel (in terms of qualifications) that would be utilized to perform the scope of services under this proposal. The outline resume should include at a minimum the following information for key personnel which includes Name, Position, Education, and Summary of Experience related to preparation of Hazard Mitigation Plans (in chronological order). **PLEASE NOTE:** The substitution or addition of key personnel/individuals shall be allowed only with prior written approval of the City.

If sub-contractors are to be used as part of this proposal, qualifications of the sub-contractor and relevant experience is to be included in the same format as outlined above.

D. Organization Chart

Proposer shall include an organization chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this proposal. Include in the organization chart a list of all sub-contracted work to individuals/firms. It is City's preference to have key personnel identified in the Organizational Chart to remain on this project during the term of the agreement. The Proposer shall note concurrence on this restriction to change in key personnel. A transition plan process shall be presented in this section in the event there are proposed changes in key personnel

during the term of the agreement that are outside the consulting firms control or if the City requests such a change.

E. References

Proposer must provide three (3) references for whom Proposer has provided similar services to in California of the nature and scope as set forth in the RFP within the last 5 years. Include name of Agency, name of contact person, and description of services provided.

F. Overview and Approach

- **Understanding:** Proposer must include in this section their understanding of the preparation of Local Hazardous Mitigation Plans (LHMP) and adoption by the Federal Emergency Management Agency as outlined in the Request for Proposals.
- **Approach:** Proposer must include in this section their approach to preparation and adoption of a LHMP Update. In this section, Proposer to Include:
 - Understanding and approach for preparing and subsequent adoption of the City's LHMP Update as described within Attachment A: Scope of Work.
 - Strategy for Managing invoices billed against the monies approved of in the FEMA awarded Grant.

Proposer must reference all duties as listed in the Scope of Work.

Proposer must note any services NOT provided by firm.

- Proposer must also list any resources, City assistance, or other items expected to be provided by City (computer, office/work space, etc.)
- Proposer may additionally itemize those services which are further required in the servicing of the project but not noted in the aforementioned paragraphs as requirements. Proposers will title this section as ADDITIONAL SERVICES.
- Project Controls: Describe the firm's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within project budget; to monitor and review schedule and describe strategies used to complete the project on schedule.
- Describe the firm's QA/QC (Quality Control/Quality Assurance) processes that will be followed during the term of this agreement. Describe the method of ensuring high quality product.

G. Integration Plan

The proposer must describe how they will integrate their staff and implement their services into city organization.

Once submitted, the proposals and any supplementary documents become the property of the City.

- Proposers are to provide three (3) hard copies and one electronic copy of their proposal.
- Scope of Work – **Attachment “A”** of this RFP
- Project Registration – **Attachment “B”** of this RFP
- State of Compliance – **Attachment “C”** of this RFP.

5. PROPOSAL SUBMITTAL

Proposals must be submitted by Thursday, February 27, 2020 at 2PM. Proposal packets

must be clearly marked and hand delivered or mailed in a sealed envelope to: City of San Fernando, Attention: Martin Pastucha, Interim Director of Public Works, *City of San Fernando, 117 Macneil Street, San Fernando, CA 91340* for Project: **Local Hazard Mitigation Plan Update**. The City will not accept proposals submitted by fax or electronic mail, nor will it accept proposals submitted after the specified deadline. The City is not responsible for and will not accept miss-delivered proposals.

Tentative Project Timeline

Request for Proposal Notification Posting	February 6, 2020
Proposal submittal deadline	February 27, 2020
Consultant selection	March 16, 2020
Insurance submittal/Execution of PSA	March 30, 2020
Kickoff meeting	April 9, 2020
City Staff Workshop	April/May, 2020
Community Outreach/Workshops	May 2020 – August 2020
Administrative Draft LHMP	December 2020
Consolidated staff comments provided to consultant	February 2021
Public draft LHMP/Submit to Cal OES	March 2021
Submit to FEMA	Dependent upon response from Cal OES
City Council hearing/adoption	Dependent upon FEMA approval

In order for proposals to be examined and evaluated, the City is requesting three (3) hardcopies of the proposal and one (1) electronic version of the proposal in pdf format. Proposals must be received no later than Thursday, February 27, 2020 at 2 PM.

6. SCORING

A selection committee will review the proposals which will be evaluated on the following criteria only, with values assigned to each item representing its relative importance:

Criteria	Maximum Score
Understanding of Scope of Work/Project Objective/ Project Approach	30
Proposer's recent experience in conducting work, of similar scope, complexity and magnitude in particular for government agencies.	30
Quality/Qualifications of Staff Proposed for Project	20
General Conformance to RFP and Overall Value of Proposal	20

Total points: 100

Evaluation Criteria

- A. Understanding the Scope of Work / Project Approach: Includes evaluation of the Consultants understanding of what the City has requested in the Scope of Work as well as their input with regard to added or modified scope based on their experience

and knowledge of the overall FEMA process and specific requirements for such plans. Rate the consultant on their technical approach to the LHMP, and the level to which it meets the project objective. This section also includes evaluation of the Consultants approach to how it meets the City's requirements as described in Section 4, and demonstration that they have the ability to successfully meet the proposed schedule.

Recent Experience of Similar Scope: Includes evaluation of the Consultant experience working with local agencies and CALOES and FEMA on Local Hazard Mitigation Plans for agencies of similar size, geography, hazard threat level as the City of San Fernando. Evaluate the firms' ability to meet the timeline for successful delivery of the project. In the case of a joint partnership, rate the teams combined experience, and what the partnership brings to the project.

- B. **Quality / Qualification of Staff Proposed for Project:** Includes evaluation of the quality and specific qualifications that the proposed project team possesses, and how their experience will benefit the preparation of this LHMP. Evaluate the availability of project staff to complete the project in the Consultants proposal. In other words, consider if staff is simply listed in the proposal, or actually committed to perform defined, key roles in the preparation of the LHMP.
- C. **General Conformance to RFP and Overall Value of Proposal:** Includes evaluation of the Consultants overall value to the City in the preparation of the LHMP. Consider all aspects of the proposal, and rate the Consultant on how well they have conveyed that they understand our needs and how their technical approach, experience and staff provide the best opportunity to achieve the City's objective. Also consider any value added in the form of recommendations, suggested approach strategies, etc. in the Consultants proposal, and how that might benefit this project. This section will also look at the cost of the Consultants approach and weigh against budget and value received by the city for the selection of the consultant for this project.

Upon the selection of contractor, the Proposer will receive a Professional Services Agreement and will be expected to execute the contract within thirty (30) days of notice of award. The initial term of the Professional Services Agreement will be through June 5, 2021.

7. COMMUNICATIONS RELATED TO RFP

Upon release of this RFP, all communications concerning this procurement must be directed to the City contact person listed herein. All communications should be in writing. Any oral communications will generally be considered nonbinding on the City. The City will respond in writing to written communications. If, in the City's opinion, any such response changes the intent of the RFP, or otherwise would provide an advantage to one proposer over another, an addendum to the RFP will be issued to all invited proposers.

Proposers will be asked to sign and return to the City the Statement of Compliance page of this RFP- Attachment "B". The compliance page is a statement that says the Proposer has read the terms and conditions of the Request for Proposals/Contract terms and conditions and agrees to comply with the language. It is strongly suggested that the Proposer provide

the insurance requirements to your insurance carrier in order to make sure you can comply with the City requirements. Any costs to obtain this insurance should be included in the cost proposal. The City will not agree to pay for any insurance costs that are not included in the cost proposal submitted by the Proposer.

Additional RFP Information

Precedence of Terms and Conditions - All other terms and conditions of the Professional Services Agreement attached within this RFP are hereby incorporated into the terms and conditions of this RFP. In the event of a conflict of terms and conditions between the RFP document and the Professional Services Agreement, the terms and conditions expressed in the Professional Services Agreement shall take precedence.

Public Record - Upon submission of a proposal and other materials for consideration by the City, such proposals and materials shall become the property of the City of San Fernando. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the award of a Professional Services Agreement for this Project/service. Prior to the RFP deadline, proposals may be modified or withdrawn by an authorized representative of the Proposer by written notice to the City of San Fernando.

Specificity of Information - No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

Errors and Omissions - This RFP cannot identify each specific, individual task required to successfully and completely implement this Project/service. The City relies on the professionalism and competence of Proposers to be knowledgeable of the general areas identified in the scope of work and to include in their proposals all materials, equipment, required tasks and subtasks, personnel commitments, man-hours, labor, direct and indirect costs, etc. Proposers shall not take advantage of any errors and/or omissions in this RFP document or in the firm's specifications submitted with their proposals. Where such errors or omissions are discovered by the City, full instructions will be given by the City in the form of an addenda.

Proposal Validity - Unless otherwise noted by the Proposer, all proposals shall be held valid for a period of 180 days after proposal submittal deadline.

Right of Rejection - The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal, and to waive minor defects or technicalities in such; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional proposals, (5) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction, (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City, and (8) Negotiate service contract and terms with the successful Proposer.

Right of Rejection of Lowest Fee Proposal - The City is under no obligation to award this

project/service to the Proposer offering the lowest fee proposal. Evaluation criteria expressed in this RFP solicitation shall be used in the proposal evaluation process. In evaluating proposals, the City may consider the qualifications of the proposers and whether the proposals comply with the prescribed requirements

Non-Compliance - Proposers and/or proposals that do not meet the stated requirements for this Project/scope of work may be considered noncompliant and may be disqualified, unless such noncompliance is waived by the City. During the evaluation process, the City reserves the right to request additional information or clarification from those submitting proposals, and to allow corrections of errors and/or omissions if provided in writing.

Exceptions to Proposal Requirements - Proposers may find instances where they must take exception with certain requirements or specifications of the RFP and/ Professional Services Agreement. All exceptions shall be clearly identified using the Statement of Compliance- Attachment A, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

Determination of Responsiveness and Responsibility - The City shall have sole authority in determining the responsiveness and responsibility of any and all Proposals. For Proposals containing exceptions to specifications and/or requirements, the City shall have sole authority in determining the extent to which exceptions affect the responsiveness and responsibility of any and all Proposals.

Obligation to Award - The City of San Fernando is not obligated to enter into a Contract or Agreement on the basis of any proposal submitted in response to this RFP. City reserves the right to award multiple contracts for this Project if is deemed most advantageous to the City.

Proposer Reimbursement Prohibition - The City will not pay for any information herein requested, nor are they liable for any costs incurred by any vendors prior to award of a contract or purchase order. The City may require the finalist proposer(s) to provide on-site presentations and demonstrations of the product(s)/service(s) proposed by the proposer(s). All costs associated with the demonstrations or follow- up interviews are the sole obligation of the proposer(s).

Compliance with All Applicable Laws - Proposer declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate contractor/consultant/vendor licensing and business licensing. The performance of the services is subject to the requirements of California Labor Code section 1720 and payment of prevailing wages, the Proposer agrees to comply with all applicable California Labor Code Requirements, including, but not limited to, the requirements that are attached to and made a part of this RFP.

Davis Bacon Language - Minimum wage and certified payroll- Labor on this project shall be paid no less than the greater of the minimum wage rates established by the US Secretary of Labor or by the State of California 's Director of Dept. of Industrial Relations. A copy of the Davis Bacon Wages can be found here: <http://www.wdol.gov/> or provided upon request.

Inclusive Proposal Pricing - Proposal pricing shall include any and all applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the Work or Services as part of the Project described in this RFP. City will not be responsible for reimbursing Contractors for any charges not included in the Proposal pricing that are incurred in securing these requirements.

Retention language - The City will withhold 5% of each payment from the Contractor. The City or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:

- a. Defective work not remedied or uncompleted work.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure to properly pay subcontractors or to pay for material or labor.
- d. Reasonable doubt that the Work can be completed for the balance then unpaid.
- e. Damage to another contractor.
- f. Damage to the City.
- g. Damage to a third party.
- h. Delay in the progress of the Work, which, in the City's judgment, is due to the failure of the Contractor to properly expedite the Work.
- i. Liquidated damages or other charges that apply to the Contractor under the Contract.
- j. Any other lawful basis for withholding payment under the Contract.

Questions and Clarifications

Any questions regarding the scope of work or business terms should be submitted via email or in writing to Martin Pastucha, Interim Director of Public Works, City of San Fernando 117 Macneil Street, San Fernando, CA 91340. All requests for information and answers will be submitted to the proposers that have registered for the RFP. All questions must be received no later than five (5) calendar days prior to the proposal submission deadline.

Attachments

- A. Scope of Work
- B. Proposal Registration Form
- C. Statement of Compliance

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Attachment “A”**SCOPE OF WORK,
CITY OF SAN FERNANDO
LOCAL HAZARD MITIGATION PLAN**

SCOPE OF WORK

A consultant is being sought to manage, coordinate, prepare, and administer the development of a Local Hazard Mitigation Plan (LHMP) Update for the City of San Fernando. This scope and contract is intended to be inclusive of the entire LHMP process from initial planning through final approval by FEMA and adoption by the City. The Consultant shall perform all necessary planning, administration, professional analysis, supporting documentation, and work required for the preparation and adoption of the City of San Fernando Updated Local Hazard Mitigation Plan in full conformance with the requirements of the Disaster Mitigation Act of 2000, 44 CFR 201(Planning) and Part 206(Projects), and in title 2 of the Code of Federal Regulations (2 CFR), Part 200 (Uniform Administrative Requirements) and the FEMA Local Mitigation Planning Handbook March 2013.

These five tasks will be used in the City’s Hazard Mitigation Project Work Plan:

- 1) ORGANIZATION OF RESOURCES
- 2) PROJECT MANAGEMENT
- 3) COMMUNITY CAPABILITIES & RISK ASSESSMENT
- 4) DEVELOPMENT OF MITIGATION ACTIONS & STRATEGY
- 5) DRAFT HAZARD MITIGATION PLAN

Task 1 - Organization of Resources

The Consultant’s primary objective for this task element is to identify activities that will be utilized throughout the facilitated planning effort. Under this task the Consultant will:

- Assist in the organization of an Internal Working Group consisting of City employees from representative departments of the city and facilitate the meetings on the discussion, coordination, and review of information necessary for the consultant to complete the updated LHMP.
- Facilitate initial meetings to confirm and seek concurrence on the purpose of the City LHMP, and to refine the Scope of Work and schedule to complete the updated LHMP.
- Prepare, organize and maintain documentation that memorializes the entire planning process, informs the public and stakeholders of the overall approach, and serves as permanent record as to the plans development, public involvement, and decisions made.
- Develop and implement a public outreach strategy that:
 - Conform to the statutory requirements of the Code of Federal Regulations 44 CFR 201.6, and also the requirements of FEMA Local Mitigation Planning Handbook and Community Rating System (CRS) program.

- Document, evaluate and incorporate input received from outreach efforts.
- Organize, notice and facilitate a minimum of two (2) public outreach workshops. The workshops should provide the public with an opportunity to interact with the LHMP Planning Team, introduce the public to the progress and outcomes of the LHMP planning process, review the outcomes of the hazard identification and risk assessment, and act as a public commenting tool for the Public Review Draft LHMP.
- Ensure neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, as well as other to be determined interests are involved in the planning process as required by 44 CFR 201.6 (b)(2).
-

Task 2 - Project Management

Consultant shall identify a Project Manager to be used on this project at the time of their proposal. This individual shall oversee the management of the entire project, administer all instructions from the Project Management Team, Cal OES and/or FEMA and answer or obtain answers to all questions from the Project Management Team, Cal OES and/or FEMA during and after the work. Specific Project Management Tasks will include:

- Develop and maintain a critical path method schedule for the project. Update project schedule at least monthly.
- Prepare monthly progress reports to be submitted with payment invoices describing work progress and indicating the percentage of work completed, and percentage of budget expended by task element.
- Assist the City Project Manager in preparing monthly progress reports and quarterly reports to be submitted to Cal OES and to meet obligations of the Cal OES sub-recipient grant providing funding for the services to update the LMHP. Participate in teleconferences with these agencies and the City to resolve any outstanding issues or answer questions.
- Anticipate planning and facilitating the following meetings:
 - a. Kick Off meeting
 - b. Monthly project management team meetings – on site or via phone
 - c. Monthly planning team meetings – on site or via phone
 - d. Public workshop meetings – (Minimum of 2 meetings: 1 during the planning process, 1 during public review period)
 - e. City Council adoption – 2 regular Council meetings at minimum (may require Planning Commission Meeting as well)
- Project management closeout meeting (1 meeting)
- Prepare agendas and reference information, and keep/prepare minutes for all conference calls or meetings. Conference notes shall be prepared in typed form and furnished electronically to the City project manager within five (5) days after date of conference/meeting.

Task 3 – Community Capabilities & Risk Assessment

1. Community Capabilities

The Consultant will compile and review the existing 2013 Multi-Hazard Mitigation Plan, policies, reports, studies, and data available from local, state and federal sources, interview local departments and agencies and work with the LHMP Planning Team to identify and document all capabilities currently in place within the City that reduce disaster losses, or that could be utilized to reduce losses in the future. Under this task we are looking for the Consultant to:

- Identify and document any current authorities, programs, staffing, funding and other resources currently in place or available to accomplish mitigation and reduce vulnerability.
- Identify and document current infrastructure in place, such as flood controls, that either positively or negatively impact the City's vulnerability to disaster.
- Review and describe the City's participation in the NFIP and its floodplain management program, and if and how it will need to comply with the NFIP requirements.
- Develop strategies to expand upon and/or improve existing policies and programs in the City's existing Multi-Hazard Mitigation Plan.

2. Risk Assessment and Vulnerability Analysis

The objective of this task is to identify and prioritize potential hazards and risks to the people, economy, as well as both built and natural environments of the City; and to update the overall assessment of the City's vulnerability to and potential impacts of each hazard identified in the city's 2013 Multi-Hazard Mitigation Plan. Using various planning documents within the City and/or Los Angeles County, appropriate CAL OES resources, or FEMA hazard software and other resources, and local staff compile an updated and accurate inventory of the types and numbers of buildings, infrastructure, and critical facilities that may be vulnerable to each of the identified potential hazards. Results from this task element will form the foundation for the subsequent identification of the appropriate mitigation actions for reducing losses. Under this task the Consultant will update the document as required:

- Identify and evaluate vulnerable assets, and estimate loss potential of those assets.
- Describe natural, technological, and/or human caused hazards that have potential to affect the City's assets.
- For each hazard affecting the planning area, prepare a description of geographic location, extent, previous occurrences, and probability of future events.
- Prepare and provide an overall summary of each hazard profile and its impact on the community..
- Identify addresses of NFIP insured structures that have been repetitively damaged by floods.
- Review existing studies, reports and plans related to historical disasters, and document disaster declaration history.

- Utilize FEMA's Hazes, RiskMAP products (and/or other appropriate software) to generate level 2 vulnerability assessments for earthquake and flood hazards.
- Develop a parcel-level inventory of vulnerable structures.
- Document the analysis and findings from this task element in a manner and format that planners, policy makers and community members can easily decipher. Technical data and output relevant to the risk assessment may be included in appendices.
- Include graphics and generate Geographic Information System (GIS) based maps that will illustrate the extent and location of each hazard, as well as other available information, within the defined planning area.

Task 4 – Develop Mitigation Actions & Strategy

The objective of this task is to review the existing mitigation strategy, and develop updated specific mitigation actions to address each of the identified hazards with the goal of reducing or avoiding long-term vulnerabilities to the identified hazards. Under this task, the Consultant will review the existing document and identify mitigation goals, mitigation actions, and develop an updated mitigation action plan. Mitigation actions will be evaluated and prioritized based on, amongst other criteria, a planning level Benefit-Cost assessment. Other criteria may include life safety, preservation of property, environmental, legal, and political. Under this task the Consultant will as necessary:

- Identify Mitigation Goals that define what long-term outcomes the City wants to achieve with the plan.
- Identify specific mitigation actions, projects, activities, policies & processes, or programs recommended to reduce or eliminate the impacts of the hazards identified in the updated risk assessment task element.
- To the extent that appropriate data and information is available, prepare a cost estimate on a defined comparative cost scale as a basis to compare and prioritize mitigation actions.
- Identify how each mitigation action will be implemented, including who is responsible for various actions, funding mechanisms, timeframe for implementation, and implementation priority.
- Identify those mitigation actions for which there is no current or planned funding mechanism.
- Describe the status of any mitigation actions defined in the City's current Multi-Jurisdictional Hazard Mitigation Plan as "completed" or "not completed". For "not completed" actions, indicate if those are included in the new Updated LHMP.
- Prepare a matrix that summarizes mitigation actions, priority, responsible party(ies), funding mechanisms, benefit/cost, and technical feasibility similar to the example given on Page 6-14 (Summary of Mitigation Actions) of the FEMA Local Mitigation Planning Handbook (March 2013).

Task 5 – Prepare Draft Hazard Mitigation Plan

The principal objective of this entire scope, and specifically this task is to compile and submit updated comprehensive Single Jurisdiction Local Hazard Mitigation Plan to California Emergency Management Agency (Cal EMA) and FEMA Region IX that will meet FEMA's criteria for such plans. Under this task, the Consultant, working with the planning team will assemble the plan utilizing all data generated in Task Elements 1 through 4.

The Consultant will ensure that each required component is included in the updated plan in accordance with the FEMA Local Mitigation Plan Review Guide, published October 1, 2011 including plan maintenance procedures for scheduled monitoring, evaluating, and updating the plan in the future. Specifically, the updated plan should identify and analyze a comprehensive range of specific mitigation actions and projects to reduce hazards, with emphasis on existing buildings and infrastructure. The updated plan should also identify the process for incorporating the plan's requirements into other planning mechanisms, such as the City's Emergency Operations Plan, etc.. The anticipated plan review and adoption process is as follows:

- Submit an administrative draft of the LHMP to the City Planning Team for review and comment.
- Collaborate and incorporate comments from the City Planning Team, and prepare a Public Review Draft and circulate as appropriate for public review and comment, including City Commissions and City Council. Public Review comments shall be incorporated into an Appendix of the final LHMP.
- Incorporate public review comments, and submit a draft LHMP to Cal OES State Hazard Mitigation Officer (SHMO) for review and comment.
- Collaborate and incorporate comments from Cal OES/SHMO, and submit a final draft LHMP through Cal OES to FEMA for review and comment.
- Collaborate and incorporate comments from FEMA, and prepare a final Updated LHMP for adoption by the City of San Fernando.
- Assist the City Planning Team with final adoption procedures by the City of San Fernando City Council, and incorporate documentation of local adoption into the final Updated LHMP.
- Assist the Planning Team to secure final approval letter and plan review tool from FEMA. Under this task, the Consultant is responsible to insure the plan and the planning process is completed to the satisfaction of, and in accordance with the criteria establish by FEMA. Should the Updated LHMP not receive approval after CAL OES and FEMA review, the Consultant is responsible to review "required revision" comments provided by these agencies and perform all necessary follow-on tasks to finalize the Updated LHMP to the satisfaction of FEMA.

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ATTACHMENT “B”**CITY OF SAN FERNANDO****PROPOSAL REGISTRATION FORM****Project: – Local Hazard Mitigation Plan Consultation Services****Date to be submitted by: 2 PM on February 27, 2020**

All Proposers intending to submit proposals must immediately complete this form and fax it to the City of San Fernando, CA-Attn: Martin Pastucha, Public Works Department-
FAX (818) 361-6728.

Proposers failing to comply with this requirement will not receive addendums that might be issued which could affect the proposal being submitted.

Firm/Company Name	
Address	
City and State	
Phone	
Fax	
Email	
Contact Person (Name & Title)	
Date	

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ATTACHMENT “C”**CITY OF SAN FERNANDO****STATEMENT OF COMPLIANCE FORM**

Instructions: Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign one, and only one of the declarations stated below and remit as part of your Proposal as Attachment A.

No Exceptions.

The undersigned declares that the Proposal submitted by (Name of Firm/Company) _____ to provide the services as described in the RFP was prepared in strict compliance with the instructions, conditions, and terms listed in the RFP, Scope of Services and Purchase Order Terms and Conditions with no exceptions taken.

Signature: _____ Date: _____

Printed Name and Title: _____

Exceptions.

By signing below, the Proposer acknowledges that the Proposal submitted by (Name of Firm/Company) _____ has been prepared in consideration of and with exception to some of the terms of the RFP, Scope of Services and Purchase Order Terms and Conditions. By signing below, the Proposer declares that the Proposal includes a statement that identifies each item to which the Proposer is taking exception or is recommending change, includes the suggested rewording of the contractual obligations or suggested change in the RFP, and identifies the reasons for submitting the proposed exception or change. The City reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

Signature: _____ Date: _____

Printed Name and Title: _____

[Attach a separate sheet(s) detailing each exception being taken]

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CITY OF SAN FERNANDO
PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 202_, by and between the City of San Fernando, a California Municipal Corporation, 117 McNeil Street, San Fernando, California, 91340, hereinafter referred to as "City," and _____, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City has determined that it requires the following professional services from Consultant: _____; and

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

WHEREAS, the legislative body of the City on ____ by Resolution No. ____ authorized execution of this Agreement on behalf of the City in accordance with the City Municipal Code and/or other applicable law. [Delete section if not applicable]

NOW, THEREFORE, City and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. DESCRIPTION OF SERVICES OR SCOPE OF WORK

The services to be performed under this Agreement (the "Services") areas follows: Consultant Services for the Development of A Single Jurisdiction Local Hazard Mitigation Plan Update.

The Services are further described in Consultant's proposal (the "Proposal"), which is attached to and made a part of this Agreement as Exhibit "A".

2. TERM

The Agreement term will commence on date of execution and expire on June 5, 2021 unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

City agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to City and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. Invoices from Consultant shall be clearly marked with Consultant's name, project name, an itemized description of services rendered during the period covered by the invoice, and City's project account number, if applicable. Invoices shall also contain the total number of

hours of work performed under the Agreement by the Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder. When the total number of hours of work by Consultant and any individual employee, agent or subcontractor of Consultant reaches or exceeds 800 hours, a separate notice shall be provided which shall include an estimate of the time necessary to complete the work described in Exhibit "A".

A. In no event will City's obligation to pay the Consultant under this Agreement exceed \$ ____, (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to City during normal business hours upon reasonable notice. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

4. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from City. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standards of performance provided in Section 7 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by June 5, 2021 (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

5. INDEPENDENT CONTRACTOR

Consultant and City agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the City. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the City. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

6. SUBCONTRACTING

Consultant may subcontract portions of the Services upon the prior written approval of the City. The Consultant will be solely responsible for payment for such subcontract services. No contractual relationship will exist between any such subcontractors of the Consultant and the City.

7. STANDARD OF PERFORMANCE

A. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in accordance with those standards. Consultant will comply with all federal, state and local laws and regulations applicable to performance of the Services, including, but not limited to, the California Building Code, the Americans with Disabilities Act, any copyright, patent or trademark law, and any air pollution control law(s) or regulation(s). Consultant's failure to comply with

any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

B. Consultant shall assign only competent personnel to perform services pursuant to this agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from the city of such desire of City, reassign such person or persons.

8. OTHER GOVERNMENTAL REGULATIONS

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

9. USE OF RECYCLED PRODUCTS

Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10. INDEMNITY

To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding is extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement.

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code § 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

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

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

Consultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. INSURANCE

- a. All required insurance must be provided in the form of "occurrence"-type policies underwritten by admitted insurers in the State of California with a rating of A or better from the current year Best Rating Guide. All policies must be issued at the expense of the Consultant and must be maintained at the Consultant's expense throughout the performance of the Work. Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law.
- b. The limits of the Commercial General Liability (including bodily injury, personal injury and property damage) insurance shall be:

\$2,000,000 per occurrence

\$2,000,000 aggregate

- c. If the work to be performed involves vehicles or vehicular equipment, the Automobile insurance limit shall be:

\$2,000,000 per accident for bodily injury and property damage

Automobile coverage should be at least as broad as Insurance Services Automobile Liability form CA 0001 Code 1 ("any auto"). No endorsement may be attached limiting the coverage. If coverage provided is anything less than 'any auto' additional information, such as schedule of covered autos or proof of personal auto liability coverage, may be required by the City.

Worker's Compensation Insurance. Proof of Workers Compensation and Employers Liability insurance as required by any applicable law, regulation or statute, including the provisions of Division IV of the Labor Code of the State of California, and any act or acts amending it. Worker's compensation insurance must be for Statutory Limits and must cover the full liability of the Consultant. The Consultant's Employer's Liability Insurance must be in an amount no less than \$1,000,000.00 per occurrence. The workers' compensation policy must be endorsed with a waiver of

subrogation. The insurance company, in its endorsement, must agree to waive all rights of subrogation against the City, its officers, officials, employees, agents and volunteers for losses paid under the terms of such policy.

- d. Umbrella/Excess Policy. The limits of insurance required under this Contract may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
- e. If applicable, the Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering errors and omissions. Any deductible or self-insured retention under the required professional liability insurance may not exceed \$150,000 per claim.
- f. The City's Risk Manager may increase or decrease the insurance requirements and limits set forth in those cases in which he/she determines that special circumstances justify such an increase or decrease.
- g. Both the General Liability and Auto endorsements must add the City, its officials, officers, employees, agents and volunteers as an additional insured ("Additional Insured"). The Additional Insured coverage under the Consultant's general liability policy shall be "primary and non-contributory" and Consultant's coverage will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- h. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the name insured; whichever greater.
- i. The Consultant shall provide the City with a 30-day written notice of any reduction or cancellation of such insurance required to be furnished by the Consultant and include a severability of interest clause acceptable to the City and if requested by the City.
- j. If an Umbrella or Excess Policy is used to satisfy the requirements, then an email or language stating such on the certificate must be provided from the insurance carrier/broker and that Umbrella/Excess Policy 'follows form' or is 'continuous' to the General liability and/ Auto liability policy in addition to the required endorsement.
- k. Examples of City approved insurance forms are included in this PSA package. If the Consultant's insurance carrier chooses to use forms other than the City's approved forms, such forms shall be subject to the approval of the City. If the Consultant provides policy pages instead of an endorsement the insurance agent/broker will be asked to sign, initial and date all applicable sections of the policy that meet the City's insurance requirements.
- l. All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City. The City

reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right exercise later.

m. Subcontractors

- i. Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this contract including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Consultant shall require all sub-contractors to provide a valid certificate of insurance and the required endorsements included in the Contract prior to commencement of any work and Consultant will provide proof of compliance, upon request, to the City.
- ii. Any Subcontractor hired by the Consultant agrees to be bound to the Consultant and the City in the same manner and to the same extent as Consultant is bound to the City under the Contract. Subcontractor further agrees to include the same requirements and provisions of this Contract, including the indemnity and insurance requirements, with any Subcontractor to the extent they apply to the scope of the Subcontractor's work. A copy of the contract indemnity and insurance provisions will be furnished to the Subcontractor upon request

12. NON-DISCRIMINATION

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

13. LICENSES AND PERMITS

A. BUSINESS LICENSE

Before the City will issue a notice to proceed with the Services, to the extent the business license requirements of the San Fernando Municipal Code apply, Consultant and any subcontractors subject to the requirements must acquire at their sole expense a business license from City in accordance with the Code. Such licenses must be kept valid throughout the Agreement term.

B. OTHER LICENSES AND PERMITS

Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice in their respective professions. Consultant expressly represents and warrants to City that Consultant and its employees, agents, and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

14. OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the City. Any modification or reuse of such documents by the City without Consultant's prior written consent will be at the City's sole risk. Except as may be

otherwise required by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of the City.

15. ALTERNATIVE DISPUTE RESOLUTION

If any dispute arises between the parties that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

A. Each party shall designate a senior management or executive level representative to negotiate any dispute.

B. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

C. If the issue remains unresolved after ten (10) days of good faith negotiations, the parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

D. The mediation process shall provide for the selection within 15 days of both parties of a disinterested third person as mediator, shall be commenced within 30 days, and shall be concluded within 15 days from the commencement of the mediation.

E. The parties shall equally bear the costs of any third party in any alternative dispute resolution process.

F. The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to, nor shall be construed to, change the time periods for filing claims or action specified by Government Code section 900, et seq.

16. TERMINATION AND REMEDIES

A. City may terminate this Agreement for convenience by giving at least 10 days' written notice to Consultant specifying the termination effective date. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. City shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date. City, however, may condition payment of such compensation upon Consultant delivering to City any and all documents provided to or prepared by Consultant, and any and all documents provided to or prepared by City for Consultant, in connection with this Agreement. Such material may consist of photographs, computer software, video and audio tapes and other materials.

B. If Consultant materially breaches any term of this Agreement, in addition to any other remedies the City may have at law or equity, the City may:

1. Terminate the Agreement by notice to the Consultant specifying the termination effective date;
2. Retain, and/or recover from the Consultant at no additional cost to the City, the plans,

specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed; Complete the unfinished Services itself or have the unfinished Services completed, and/or;

3. Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

17. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon City, Consultant, and their successors. Except as otherwise provided herein, neither City nor Consultant may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

18. REPRESENTATIVES

A. City representative for purposes of this Agreement will be_____. Consultant representative for purposes of this Agreement will be_____. The parties' designated representative will be the primary contact person regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such a manner so as to achieve performance of the Services in a timely and expeditious fashion. Consultant shall not substitute or replace primary representative without approval of the City.

B. Notices:

Any written notice to Consultant shall be sent to:

Any written notice to City shall be sent to:

Director of Public Works
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

19. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as to terms or provisions of this Agreement and any Exhibit(s) attached to this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the City.

20. CONFLICT OF INTEREST PROHIBITION

City and Consultant will comply with the requirements of the City's Conflict of Interest Code adopted pursuant to the provisions of California Government Code Section 87300 and following, the Political Reform Act (California Government Code Section 81000 and following), the regulations promulgated by the Fair Political Practices Commission (Title 2, Section 18110 and following of the California Code of Regulations), California Government Code Section 1090 and following, and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the City Clerk a completed Form 700 before commencing performance of the Services unless the City Clerk determines that completion of a Form 700 is not required, pursuant to the City's Conflict of Interest Code. Form 700 forms are available from the City Clerk.

The Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Consultant's obligations pursuant to this Agreement. The Consultant agrees to cooperate fully with the City and to provide any necessary and appropriate information requested by the City or any authorized representative concerning potential conflicts of interest or prohibitions concerning the Consultant's obligations pursuant to this Agreement.

Consultant may not employ any City official, officer or employee in the performance of the Services, nor may any official, officer or employee of the City have any financial interest in this Agreement that would violate California Government Code Section 1090 and following. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code Section 1090 and following, the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by the Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the City reserves all its rights and remedies at law and equity concerning any such violations.

21. APPLICABLE LAW AND VENUE

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement. Any action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Sonoma County.

22. RECOVERY OF ATTORNEY'S FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees

in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

23. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

City**CONSULTANT**

By: _____
Nick Kimball, City Manager

By: _____

ATTEST:

By: _____
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

By: _____
Richard Padilla, City Attorney

ATTACHMENT "C"

April 8, 2020

This is amendment to EPC's proposal dated February 22, 2020 to develop an update to the Local Hazard Mitigation Plan (LHMP) for the City of San Fernando. Emergency Planning Consultants (EPC) has written more than 110 FEMA-approved hazard mitigation plans as well as additional now in the plan writing and review phase. Additionally, EPC completed hazard mitigation plans, emergency operations plans, and other emergency management-related activities for other communities throughout Los Angeles County including the County of Los Angeles All-Hazards Mitigation Plan and Los Angeles Metro All-Hazards Mitigation Plan.

Hazard mitigation planning has been at the very core of "recovery planning" for decades but the Disaster Mitigation Act of 2000 elevated the importance of developing pre-disaster mitigation activities. Mitigation activities includes projects, programs, and plans that assist with minimizing or eliminating threats associated with hazards. Since the passage of DMA 2000 there have been numerous case studies proving that the steps taken ahead to minimize and/or eliminate risks has greatly reduced damages and loss of life. Like wearing a seat belt in a car, mitigation has revolutionized disaster outcomes. Whether thought of as "insurance" or a "good investment", there is no doubt that mitigation is the right thing to do. If that's not enough incentive, federal regulations require public jurisdictions to maintain a FEMA-approved HMP in order to be eligible for post-disaster Hazard Mitigation Grant Program funds. Additionally, recently there has been considerable discussion among other federal agencies about the future need for HMPs to qualify for other types of post-disaster funding.

EPC maintains the outstanding qualifications required to conduct hazard research and mapping, facilitate a robust planning process, actively encourage public involvement, negotiate with the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) during the formal review process, and garner adoption by the City of San Fernando City Council. EPC President Carolyn Harshman has enjoyed two careers: City Planning and Emergency Management. Both careers required continued improvement in professional skills of research, data collection, mapping, stakeholder involvement and community outreach, technical writing, public speaking, training design and delivery. Without a doubt, Emergency Planning Consultants is the subject matter expert in the field of hazard mitigation in California having written more plans (150 to date with some in formal review) and the most FEMA-approved plan (110 to date).

This proposal is valid for a period of one year and is signed by the sole proprietor of Emergency Planning Consultants. All services will be provided and/or managed out of EPC headquarters located at 3665 Ethan Allen Avenue, San Diego, CA 92117, (858) 483-4626, office, epc@pacbell.net. EPC has no issues with any of the content of the RFP, Scope of Work, agreement, or insurance requirements.

Respectfully,



Carolyn J. Harshman, CEM
Owner and President
Emergency Planning Consultants
epc@pacbell.net
www.carolynharshman.com

Attachments: Proposal, Attachment A-Statement of Compliance Form

Company Data

- a. Company Name: Emergency Planning Consultants is a DBA owned by Carolyn J. Harshman of 3665 Ethan Allen Avenue in San Diego, California
- b. Point of Contact: Carolyn J. Harshman, 3665 Ethan Allen Avenue in San Diego, California, 858-483-4626.
- c. Type of Entity: Sole Proprietor (Carolyn J. Harshman)
- d. Federal Employer I.D. 27-0204294
- e. Ownership: Emergency Planning Consultants is 100% owned by Carolyn J. Harshman
- f. Years in Business: The DBA for Emergency Planning Consultants was processed in 1997 along with a Business License from the City of San Diego.
- g. Years providing services: Mitigation Plans since 2005 when they were first required by FEMA; other Emergency Management services since 1987.
- h. List of all comparable contracts entered into during the last 5 years, completed or not. Include year contract started and completed, type of contract, contracting agency/client, project description, project manager. See below Completed and Ongoing Contracts Involving Hazard Mitigation Plans.

Completed and Ongoing Contracts Involving Hazard Mitigation Plans

Client	Start/Stop	Contract Type	Project	Project Manager
City of Montebello	2017/2017	Professional Services Agreement (PSA)	Hazard Mitigation Plan (HMP), General Plan Safety Element (GP-SE)	Carolyn J. Harshman (CJH)
City of Long Beach	2014/2017	PSA	HMP, Emergency Operations Plan (EOP), Continuity of Operations Plan (COOP)	CJH
City of Buena Park	2014-2017	PSA	HMP, EOP	CJH
Antelope Valley Transit Authority	2015/2018	PSA	HMP, Safety and Security Preparedness Plan	CJH
City of Bellflower	2014/2018	PSA	HMP, EOP, GP-SE	CJH
City of Santa Fe Springs	2016/2017	PSA	HMP	CJH
City of Lomita	2016/2017	PSA	HMP, EOP	CJH
Town of Yucca Valley	2017/2018	PSA	HMP	CJH
City of La Puente	2016/2018	PSA	HMP, EOP	CJH
City of Signal Hill	2016/2017	PSA	HMP	CJH
City of El Monte	2015/2016	PSA	HMP	CJH
City of Claremont	2015/2017	PSA	HMP, COOP	CJH
City of Whittier	2015/2016	PSA	HMP	CJH
City of Duarte	2019/present	PSA	HMP	CJH
City of Walnut, Walnut Unified	2019/present	PSA	MJHMP	CJH

School District, San Antonio Community College District				
City of Rancho Palos Verdes and Rolling Hills Estates	2019/present	PSA	MJHMP	CJH
Sonoma County Office of Education	2019/present	PSA	HMP	CJH
City of Sierra Madre	2019/present	PSA	HMP	CJH
Los Angeles Metro	2019/present	PSA	HMP	CJH
City of La Habra Heights	2019/present	PSA	HMP	CJH
Chula Vista Elementary School District	2015/2017	PSA	HMP	CJH
Southwestern Community College District	2015/2017	PSA	HMP	CJH
Morongo Unified School District	2019/present	PSA	HMP, EOP	CJH

- i. No failure or refusals to complete a contract.
- j. Carolyn J. Harshman owns 100% interest in Emergency Planning Consultants.
- k. Carolyn J. Harshman has no other financial interest in other lines of business.

Resumes and Qualification of Personnel

Emergency Planning Consultants offers a full range of emergency management professional services including plans, training, and exercises to various forms of government. A complete listing of clients and services is included later in this section.

The EPC Project Team selected for this project is the perfect balance of subject matter expertise, background, and local knowledge. Following are introductions to the EPC Team members.

Key Personnel



Name: Carolyn J. Harshman, CEM

Education: Master of Public Administration

Professional Affiliations: International Association of Emergency Managers, California Emergency Services Association, National Hazard Mitigation Association

Professional Licenses and Certifications: Certified Emergency Manager

Carolyn Harshman, CEM is the Owner and President of Emergency Planning Consultants and will serve as the Project Manager and Principal Planner. Preparing a Hazard Mitigation Plan requires subject matter expertise in the areas of emergency response planning, hazard mitigation planning, mapping, and land use planning. With backgrounds in both land use planning and emergency management, Ms. Harshman is the right fit for facilitating the planning project. Ms. Harshman will serve as the Project Manager to the designee at the City of San Fernando and maintains responsibility for all aspects of the contracted services. Monthly status updates will be provided. Invoices will be submitted according to the terms of the contract. As Principal Planner, Ms. Harshman will lead the project by facilitating and participating at all Planning Team meetings and the City Council. She will serve as the principal author and maintain quality control over the document at all times. Ms. Harshman will also manage relationships and contributions from EPC independent contractors, ensuring quality control and continuous improvement by conducting weekly meetings with the EPC Team.

Prior to working in the field of emergency management, Ms. Harshman enjoyed a combined 20-year career as a city, regional, and redevelopment planner for the County of San Diego, City of San Diego, and Southeastern Economic Development Corporation. In her role as a land use planner Ms. Harshman prepared General Plan Amendments, Community Plans, Zoning Ordinance revisions, and conducted hundreds of community meetings. As a local government staff member for so many years, Carolyn is very familiar with the organization, roles, and responsibilities of government entities. Ms. Harshman began work in the field of emergency management in 1984 when she was hired as a hazard planner for the County of San Diego's Office of Emergency Services. There she updated the County's Emergency Operations Plan and served as the Hazards Officer. Responding to requests from other jurisdictions to

provide consulting services, Carolyn began part-time work as a consultant in 1986 writing Multi-Hazard Functional Plans and providing mandated trainings. In 1996, she ended her career with local government and established Emergency Planning Consultants.

Ms. Harshman has been a member of FEMA's Emergency Management Institute's Planning Advisory Board since 2005, involved in each update to the Emergency Planning Course (G235). Also, she taught FEMA's pilot deliveries for the Comprehensive Preparedness Guide (CPG) 101 course. The revised CPG 101 regulations provide guidance on styles and content for emergency operations plans, placing emphasis on engaging the "whole community" – including those with access and functional needs, children, and those with household pets and service animals. Carolyn has completed and teaches FEMA Master Trainer Program courses as well as a variety of other courses at the Emergency Management Institute, California Specialized Training Institute, and as an adjunct instructor at a variety of educational facilities. Ms. Harshman holds a Master of Public Administration (MPA) degree from San Diego State University and is a Certified Emergency Manager (CEM), as conferred by the International Association of Emergency Managers.

Actively engaged in professional development, Ms. Harshman was in FEMA's first cohort of the National Emergency Management Executive Academy. Ms. Harshman is an active leader in the International Association of Emergency Managers, serving as Chair of the Conference Committee from 2006-2011, Chair of the Leadership Symposium from 2011-2013, Chair of the Membership & Marketing Committee from 2014-2016, President of IAEM- USA Region 9 (California, Arizona, Nevada, Hawaii, and Pacific Territories) and presently Second Vice President for IAEM-USA.

EPC notes that substitution or addition of key personnel shall be allowed only with prior written approval of the City.

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Web: www.carolynharshman.com

CAROLYN J. HARSHMAN, MPA, CEM

E D U C A T I O N

MASTER OF PUBLIC ADMINISTRATION, SAN DIEGO STATE UNIVERSITY, 1977
BACHELOR OF ARTS, PSYCHOLOGY, SAN DIEGO STATE UNIVERSITY, 1974

C E R T I F I C A T I O N

Certified Emergency Manager (CEM), International Association of Emergency Managers

E X P E R I E N C E

President (1984 to Present), *Emergency Planning Consultants*, San Diego, California. Consulting contracts include the Federal Emergency Management Agency (subject matter expert/trainer), U.S. Department of Homeland Security - FEMA (training development and delivery); U.S. Department of Defense - Center for Excellence in Disaster Management & Humanitarian Assistance (training); National Disaster Preparedness Training Center (recovery course developer and faculty); State of Hawaii (training and exercises); State of California (Multi-Hazard Functional Plan template); State of New Hampshire (emergency operations plan/standard operating procedures and guidelines); State of Indiana (grant administration, local CEMP courses, project management tools, and development of county CEMP & hazard analysis documents); State of Missouri (HSEEP agroterrorism functional exercise, HSEEP regional WMD exercises); State of Wyoming (training and exercises); State of Nebraska (training and exercises); County of Los Angeles (all-hazard mitigation plan); County of San Diego (multi-hazard functional plan); County of San Bernardino (training and exercises); City of Long Beach (hazard mitigation plan, emergency operations plan); City of Anaheim (hazard mitigation plan); City of Oakland (catastrophic plans); City of Carlsbad (comprehensive program of plans, training, and exercises); City of Chula Vista (pre-disaster recovery & reconstruction plan); City of Bellflower (hazard mitigation plan, emergency operations plans, general plan safety element); City of Upland (comprehensive program of plans, training, and exercises); City of Rancho Cucamonga (comprehensive program of plans, training, and exercises); City of Rancho Palos Verdes (comprehensive program of plans, training, and exercises); City of Santa Ana (emergency operations plan);

City of Buena Park (hazard mitigation plan, emergency operations plans); Los Angeles Unified School District (hazard mitigation plan); San Diego Unified School District (comprehensive program of plans, training, exercises, and REMS grant administration); San Diego Community College District (comprehensive program of plans, training, and exercises); Chula Vista Elementary School District (comprehensive program of plans, training, and exercises); Hawaii Department of Education (REMS grant writing, consulting); Santa Clara Office of Education (comprehensive program of plans, training, and exercises); Southwestern Community College District (comprehensive program of plans, training, and exercises) and numerous other local governments, school districts, and other government organizations. Training services have included California SEMS Introduction and EOC courses; ICS 100, 200, 300, 400, 402, 800; NIMS 700; and a wide variety of FEMA courses. Exercise services have included full-scale/field exercises (8), functional exercises (250), and tabletops (1,500).

Faculty (1984 to Present), *National University, FEMA's Emergency Management Institute, University of Hawaii, San Diego State University, Cal Poly San Luis Obispo, California State Fire Marshal, California Specialized Training Institute.*

Senior Projects Manager (1995 to 1996), *Southeastern Economic Development Corporation*, San Diego, California. Management of Projects & Development Division for City of San Diego's Redevelopment Agency.

Director of Training & Development (1987 to 1995), *City of San Diego*, San Diego, California. Management of organizational effectiveness and training programs for City Planning Department and the Building Inspection Department.

City Planner (1985 to 1987), *City of San Diego Planning Department*, San Diego, California.

Operations Officer (1982 to 1985), *County of San Diego Office of Disaster Preparedness*, San Diego, California. Project Manager on County's Emergency Operations Plan, Hazard Analysis, Dam Evacuation Plans, Drought Plan, and Damage Assessment Process. Public Information Officer and Exercise Officer. Operational responsibilities included Emergency Operations Center activations.

Regional Land Use Planner (1977 to 1982), *County of San Diego Department of Planning and Land Use*, San Diego, California.

SPECIAL RECOGNITION

National StormReady Board, U.S. National Weather Service, Member, 2008-present

FEMA Emergency Management Institute

Advisory Group on Emergency Planning, 2005-present

National Emergency Management Executive Academy, First Cadre, 2012-2013

International Association of Emergency Managers (IAEM), Member, 1996-present

IAEM-USA Second Vice President 2019-2020

IAEM-USA Region 9 President 2016-2017, 2017-2018, 2018-2019

Membership & Marketing Chair 2014, 2015

Leadership Symposium Chair 2012, 2013

Conference Committee Chair 2006, 2007, 2008, 2009, 2010, 2011

California State Representative 2004, 2005, 2006, 2007, 2008, 2009

Speaker, 1998 Annual Conference

Topic: *Standardized Emergency Management System 101*

Topic: *Grassroots Recovery – The Recovery Task Force*

Speaker, 1997 Annual Conference

Topic: *Creative Financing Techniques for Hazard Mitigation*

Speaker, 2012 Annual Conference

Topic: *Recovery & Reconstruction Planning – Avoiding the Rush to Normalcy*

Speaker, 2016 Annual Conference

Topic: *Demystifying Pre-Disaster Recovery Planning*

Speaker, 2017 Annual Conference

Topic: *Force Multiplier – Enlisting Property Owners in Hazard Mitigation*

Speaker, 2018 Annual Conference

Topic: *Will You Win or Lose at the Game of Debris Management?*

California Emergency Services Association (CESA), Member, 2000-present

Webinar Speaker, March 2015

Topic: *Optimizing Opportunities for Mitigation*

Speaker, October 2015

Topic: *Demystifying Pre-Disaster Recovery Planning*

Speaker, 2018 Annual Conference

Topic: *Will You Win or Lose at the Game of Debris Management?*

National Hazard Mitigation Association (NHMA), Member, 2017-present

Support Personnel



Name: Alex Fritzler

Education: Bachelor of Arts – Business Administration

Professional Affiliations: California Emergency Services Association

Alex Fritzler is an Independent Contractor and will serve as the Lead Research and Mapping Analyst. He will be responsible for hazard and demographic research, writing, technical services, graphics, data analysis, and mapping services in support to the EPC Team. Alex has assisted with the preparation of more than thirty local government hazard mitigation plans since joining EPC in 2010.



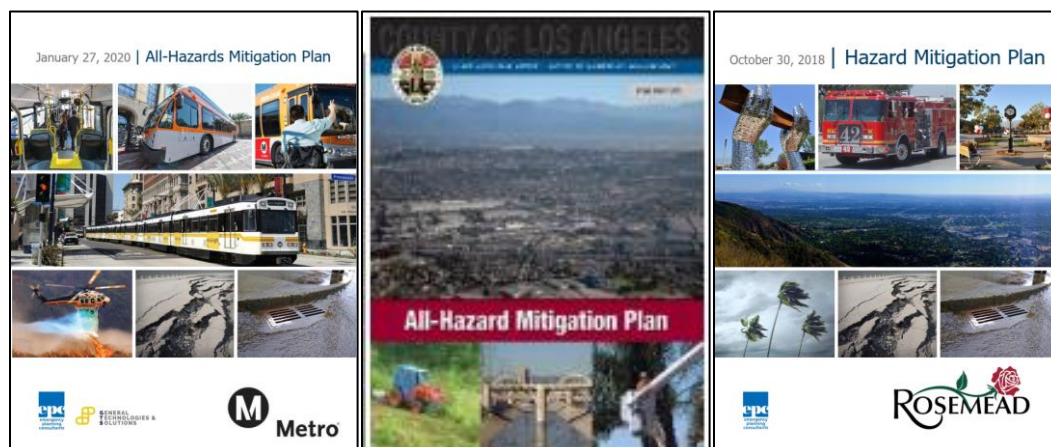
Name: Zoe Schumacher

Education: Master of Arts – Geography

Professional Affiliations: Urban and Regional Information Systems Association

Zoe Schumacher is an Independent Contractor and will serve as the GIS Analyst. Ms. Schumacher has over 15 years of extensive experience with ESRI ArcMap suite of software, and extensions including Spatial and 3D Analyst, ArcSDE, ArcGIS Server. She conducts aerial interpretations and utilization of GIS to identify high-value ecosystems. Ms. Schumacher is trained and well-versed in the use of HAZUS-MH - FEMA's natural disaster loss projection software. She has served as EPC's GIS Analyst since 2017.

Following is EPC's Comprehensive List of Clients and Projects including Hazard Mitigation Plans, Emergency Operations Plan, Continuity of Operations Plan, Pre-Disaster Recovery Plans, and Emergency Management Training and Exercises.



Emergency Planning Consultants Client and Project List	
	Scope of Work
Federal Government	
Federal Emergency Management Agency (FEMA)	Course design and deliveries for FEMA's Emergency Management Institute
National Disaster Preparedness Training Center (NDPTC-University of Hawaii)	Course design and deliveries of Advanced Disaster Recovery Course, Leveraging Tools for Conducting Damage Assessments, Coastal Community Resilience, Community Planning for Disaster Recovery
State Governments	
California	Office of Emergency Services: Multi-Hazard Functional Plan Template, California Specialized Training Institute: Course deliveries
Indiana	Comprehensive Emergency Management Plan (CEMP) Template, Facilitated completion of CEMP for 15 Indiana Counties
Missouri	HSEEP agro-terrorism functional exercise, HSEEP regional WMD exercises
New Hampshire	State Operations Plan, EOC Standard Operating Procedures
Hawaii	Department of Education: Grant writing - Readiness and Emergency Management for Schools Grant (2008), State Civil Defense: Course and exercise deliveries
City and County Governments	
City of Anaheim	Update Hazard Mitigation Plan
City of Bellflower	Hazard Mitigation, Grant Writing, Update Hazard Mitigation, Update General Plan Safety Element and Technical Background Report, Update Emergency Operations Plan
City of Bradbury	Hazard Mitigation Plan
City of Buena Park	Hazard Mitigation Plan, Update Emergency Operations Plan
City of Carlsbad	Emergency Operations Plan, EOC Trainings and Exercises, Full-Scale Active Shooter Exercise (multi-jurisdictional law enforcement event)
City of Carson	Hazard Mitigation Plan
City of Cerritos	Hazard Mitigation Plan
City of Chula Vista	Pre-Disaster Recovery Plan

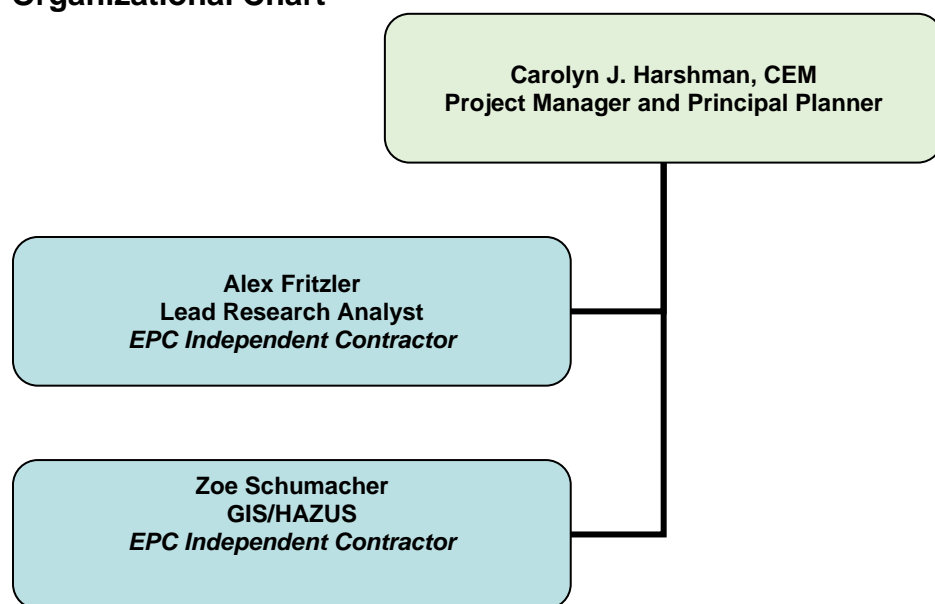
City of Claremont	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Continuity of Operations Plan
City of Coachella	EOC Tabletop Exercise
City of Compton	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of Covina	Hazard Mitigation Plan, Emergency Operations Plan, Update Hazard Mitigation Plan
City of Duarte	Update Hazard Mitigation Plan
City of El Monte	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of El Segundo	Hazard Mitigation Plan
City of Glendora	Hazard Mitigation Plan, SEMS EOC Course
City of Hawaiian Gardens	Hazard Mitigation Plan
City of Hermosa Beach	Hazard Mitigation Plan, Emergency Operations Plan, EOC Trainings and Exercises, Update Emergency Operations Plan
City of Hesperia	EOC Trainings and Functional Exercise
City of Huntington Park	Hazard Mitigation Plan
City of Indio	Incident Command System 300 and 400 Training Courses, EOC Section-Specific Training
City of Irwindale	Update Hazard Mitigation Plan
City of La Habra Heights	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of La Mirada	Hazard Mitigation Plan
City of La Puente	Update Hazard Mitigation Plan, Update Emergency Operations Plan, EOC Training
City of Lakewood	Update Emergency Operations Plan
City of Lomita	Update Hazard Mitigation Plan, Update Emergency Operations Plan
City of Long Beach	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Update Emergency Operations Plan, Continuity of Operations Plan
City of Lynwood	Hazard Mitigation Plan
City of Manhattan Beach	Hazard Mitigation Plan, Emergency Operations Plan, EOC Training and Exercises
City of Palos Verdes Estates	Emergency Operations Plan, Continuity of Operations Plan, Training and Exercises

City of Rancho Cucamonga	Emergency Operations Plan, Continuity of Operations Plan, Continuity of Government Plan, EOC Training and Exercises
City of Rancho Palos Verdes	Multi-Jurisdictional Hazard Mitigation Plan, Emergency Operations Plan, EOC Trainings and Exercises, Update Multi-Jurisdictional Hazard Mitigation Plan, Continuity of Operations Plan, Update Multi-Jurisdictional Hazard Mitigation Plan
City of Rolling Hills	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of Rolling Hills Estates	Multi-Jurisdictional Hazard Mitigation Plan, Update Multi-Jurisdictional Hazard Mitigation Plan, Update Multi-Jurisdictional Hazard Mitigation Plan
City of Rosemead	Update Hazard Mitigation Plan
City of Santa Ana	Update Emergency Operations Plan, Update Hazard Mitigation Plan
City of Santa Fe Springs	Hazard Mitigation Plan
City of Sierra Madre	Update Hazard Mitigation Plan
City of Signal Hill	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of South El Monte	Hazard Mitigation Plan
City of South Gate	Hazard Mitigation Plan
City of Twentynine Palms	Update Hazard Mitigation Plan
City of Upland	Emergency Operations Plan, EOC Training and Exercises, EOC Design
City of Vernon	Hazard Mitigation Plan
City of Walnut, Mt. San Antonio Community College District, Walnut Valley Unified School District	Hazard Mitigation Plan
City of Whittier	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Update Hazard Mitigation Plan
County of San Bernardino	Exercise Evaluator, EOC Course deliveries, SEMS Introduction Online Course
County of San Diego	Multi-Hazard Functional Plan, Emergency Management Contracted Services
County of Los Angeles	Update Hazard Mitigation Plan, Emergency Management Contracted Services
Town of Yucca Valley	Hazard Mitigation Plan, Update Hazard Mitigation Plan

Educational Institutions	
Chula Vista Elementary School District	Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, Needs & Capabilities Assessment, District Hazard Analysis, Risk/Vulnerability Assessments, Site Exercises
Covina-Valley Unified School District	Hazard Mitigation Plan, District Hazard Analysis, Needs & Capability Assessment
East Whittier City Elementary School District	Hazard Mitigation Plan
El Camino Community College District	Comprehensive Emergency Management Program - Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, Needs & Capabilities Assessment, District Hazard Analysis, Risk/Vulnerability Assessments, Site Trainings and Exercises
El Segundo Unified School District	Hazard Mitigation Plan
Granite School District (Salt Lake City, Utah)	Hazard Mitigation Plan
Little Lake City Elementary School District	Hazard Mitigation Plan
Los Angeles Unified School District	Update Hazard Mitigation Plan
Los Nietos Elementary School District	Hazard Mitigation Plan
Morongo Unified School District	Comprehensive Emergency Management Program – District Emergency Operations Plan, Site Emergency Plans, Site Assessments, EOC and Site Training and Exercises, Hazard Mitigation Plan
Palomar Community College District	Comprehensive Emergency Management Program - District Emergency Operations Plan, Site Emergency Plans, EOC and Site Training and Exercises
Palos Verdes Peninsula Unified School District	Hazard Mitigation Plan, Update Hazard Mitigation Plan
San Diego Community College District	Comprehensive Emergency Management Program - Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, EOC and Site Trainings and Exercises, Risk/Vulnerability Assessments

San Diego Unified School District	Comprehensive Emergency Management Program - Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, Needs & Capabilities Assessment, District Hazard Analysis, Risk/Vulnerability Assessments, 200 Site Functional Exercises, EOC Functional Exercises, Full-Scale Active Shooter Exercise, EOC Section-Specific Training and Tabletop Exercise
Santa Clara County Office of Education	Comprehensive Emergency Management Program - District Emergency Operations Plan, Site Emergency Plans, District Hazard Analysis, Site Safety Assessments, EOC Trainings, Site Command Team Trainings, EOC Tabletop Exercises
Sonoma County Office of Education	Multi-Jurisdictional Hazard Mitigation Plan including SCOE and 40 School Districts
South Whittier School District	Hazard Mitigation Plan
Southwestern Community College District	District Emergency Operations Plan, Site Emergency Plans, District Hazard Analysis, EOC Trainings, Site Command Team Trainings, EOC Tabletop Exercises, Grant Writing, Hazard Mitigation Plan
Whittier City School District	Hazard Mitigation Plan
Whittier Union High School District	Hazard Mitigation Plan, Update Hazard Mitigation Plan
San Bernardino Community College District	Update Hazard Mitigation Plan
Utility and Transit Providers	
Antelope Valley Transit Authority	Hazard Mitigation Plan, EOC/Field Functional Exercise, Security and Emergency Preparedness Plan, EOC/Field Functional Exercise, ICS and EOC Training
Cucamonga Valley Water District	Hazard Mitigation Plan, Risk and Resilience Assessment, Update Emergency Response Plan
Jurupa Community Services District	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Risk and Resilience Assessment, Update Emergency Response Plan
Los Angeles County Metropolitan Transportation Organization (Metro)	Hazard Mitigation Plan
Omnitrans	Hazard Mitigation Plan, Update System Security Emergency Response Preparedness Plan, Update Emergency Procedures, Deliver ICS Trainings, Exercises, Update Hazard Mitigation Plan
Non-Profit Organizations	
The Old Globe Theatre	Site Emergency Response Plan

Organizational Chart



References

Agency	Point of Contact	Contracted Service
City of Rosemead	Mandy Wong	Hazard Mitigation Plan
Los Angeles Metro	Moniek Pointer	All-Hazards Mitigation Plan
City of Santa Fe Springs	Darryl Pedigo	Hazard Mitigation Plan

Overview and Approach

The City of San Fernando's HMP was approved by FEMA on August 14, 2015 which means the plan is now in compliance with DMA 2000 but must be updated by August 14, 2020 or the City will no longer be eligible to complete for Hazard Mitigation Grant Program funds which are made available to jurisdictions within the declared area following a Presidential Disaster Declaration. In order to maintain eligibility, a FEMA-approved Hazard Mitigation Plan must be developed that accomplishes the following:

The intent of DMA 2000 is three-fold:

- To gather hazard, vulnerability, and mitigation information from the local level for use in state-level planning;
- To ensure that state and local hazard mitigation planning is coordinated to the greatest extent practical; and
- To ensure that local jurisdictions are made aware of the hazards and vulnerabilities within their jurisdiction and to develop strategies to reduce those vulnerabilities.

In order to meet all of those objectives, FEMA developed a “checklist” for use by the State and Federal reviewers. The Region IX Local Hazard Mitigation Plan Review Tool (FEMA Review Tool) includes the following tasks:

- Element A: Planning Process
- Element B: Hazard Identification and Risk Assessment
- Element C: Mitigation Strategy
- Element D: Plan Review, Evaluation, and Implementation
- Element E: Plan Adoption (by City Council)

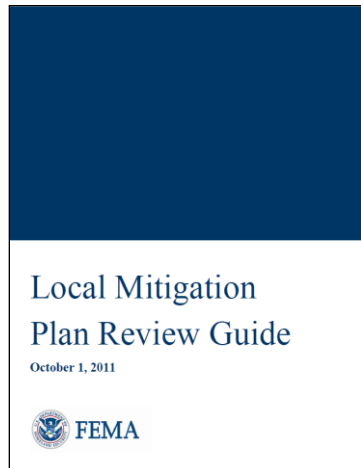
It's important to note that it is especially important to hire a firm with an extensive history of preparing FEMA-approved Hazard Mitigation Plans. Without adequate experience, it would not be unusual to spend as much time in the “Cal OES and FEMA review phase” as in preparing the actual plan. EPC prepares approvable plans and in the event a Cal OES or FEMA reviewer disagrees, knows how to discuss the difference in interpretation to gain approval. Specific strategies for accomplishing Element A-E are discussed below in Methodology and Quality Control.

Methodology and Quality Control

Preparation of the update to the Hazard Mitigation Plan will incorporate all of the federal requirements relating to local hazard mitigation plans. EPC's hazard mitigation planning approach has been perfected since 2005 when the federal government first required plans for local jurisdictions. Since that time great effort and time has gone into tracking the changes of “interpretations” by the regulatory agencies of the DMA 2000 legislation. Without publishing updates to the originating legislation, FEMA instead has published guidelines (see below) and has amended the FEMA Review Tool used to judge the adequacy of plans. Understanding all the changes in interpretation is critical to writing a plan that can go through the state and FEMA reviewers with only minor revisions. State and FEMA have both made significant staffing changes over the past year resulting in more consistent reviews and fewer unjustified requested changes. Recently, FEMA review staff have worked closely with state review staff to better understand the requirements in order to streamline the review process. With so many FEMA approved plans, obviously EPC clearly understands both the regulations and “interpretations” so goes into the review process as aligned as possible. All said, the key to a successful review is to be absolutely certain that every required component is clearly marked in the plan and on the FEMA Review Tool.

Nothing can replace EPC's years of experience and track record at facilitating and writing FEMA-approved Hazard Mitigation Plans. This experience has also prepared us for any unexpected challenges with other aspects of the planning process – Planning Team Meetings, community outreach, and participating in the adoption meeting. EPC prides itself on working closely with the jurisdiction's Point of Contact to bend and adjust to the content, format, and scheduling needs.

Hazard Mitigation Planning Process



The update to the Hazard Mitigation Plan will be completed in compliance with the requirements of the federal government Disaster Mitigation Act of 2000 (DMA 2000), FEMA's Local Multi-Hazard Mitigation Planning Guidance published July 2008, the Local Mitigation Plan Review Guide published in October 2011, and the Local Mitigation Planning Handbook published March 2013. In addition, the HMP will be written in such a way to comply with the Planning and Zoning requirements identified in California's AB747 pertaining to coordination with the General Plan-Safety Element. Building on the materials mentioned above and other FEMA mitigation "how-to guides", the following methodology will be utilized:

- **Planning Tools** have been developed by EPC that will significantly decrease the amount of jurisdictional staff time required for completion of the HMP. EPC developed these tools during preparation of the 2014 update to the County of Los Angeles All-Hazards Mitigation Plan.
- **Risk and Vulnerability Assessment** includes preparing the Hazard Identification, Risk Assessment, and Vulnerability Analysis portion of the Hazard Mitigation Plan. EPC will build off of the Risk Assessment in the 2019 County of Los Angeles All-Hazards Mitigation Plan as well as the 2018 State of California Multi-Hazard Mitigation Plan. Additionally, the City of San Fernando General Plan – Safety Element and Emergency Operations Plan will be reviewed for hazard and risk-related information as well as history of previous occurrences. EPC also maintains a broad range of resources for information regarding historical disasters. The EPC Team will base its research on the hazards on those as identified in the California Multi-Hazard Mitigation Plan. During the first Planning Team meeting, the hazards will be discussed, and EPC will provide recommendations on a final hazards list. The Risk Assessment in the HMP will include hazard-specific chapters including EPC-produced hazard maps showing location of critical and essential facilities and HAZUS-MH (see below).
- **Community Profile** will be developed for the project area. More than just demographics and organizational structure, the Profile will reflect the history and unique characteristics of the community.
- **Mapping** resources within the jurisdiction will be utilized by EPC to assist the reader in understanding the location and vulnerability to hazards. Additionally, EPC will produce any other maps necessary to properly explain the location of hazards as they relate to critical and essential facilities. Also, see below for a discussion on HAZUS-MH.

- **HAZUS-MH** (Hazards United States – Multi-Hazard) is software produced by FEMA designed to estimate loss projections for earthquake, hurricane, flooding, and tsunami. EPC will prepare a minimum of three HAZUS-MH Level 2 maps and reports – most likely including earthquake and flooding scenarios. The scenarios will be selected in coordination with the Planning Team. HAZUS-MH utilizes data from the most recent U.S. Census. That information is overlaid with a hazard scenario (e.g. Southern San Andreas Fault). In the case of an earthquake scenario, the HAZUS-MH output is a map showing shaking intensities along with a very detailed report on impacts to people, structures, infrastructure, and utilities. A sample HAZUS-MH flood map prepared by EPC is shown below:



- **Capability Assessment** includes a list of the programs (budgets, facility improvement plans), policies, and personnel available to each of the participating jurisdictions to complete the Mitigation Strategy.
- **Mitigation Strategy** is the comprehensive list of each existing and future mitigation action item for the jurisdiction. The Planning Team members will be relied on to assess the status of the mitigation action items identified in the City's 2013 HMP. Meeting time will also be dedicated to documenting other ongoing mitigation actions (e.g. tree trimming before a storm, etc.) as well as developing ideas for the future. Future ideas will be created by Planning Team members as well as drawn from the General Plan-Safety Element and Capital Improvement Program. During this brainstorming process, members will be encouraged to



think through the various hazards and come up with projects and programs that could be funded through the federal Hazard Mitigation Grant Program (HMGP) and other state and federal pre- and post-disaster funding mechanisms. EPC Tools will facilitate this process. FEMA regulations require that each of the mitigation action items will include a description of the action item, identification of coordinating department, timeline, priority, cost, benefit, goals accomplished, impacts to new and existing structures, and planning tools for implementation. EPC will present simple tools for ranking cost and benefit. The resulting Mitigation Actions Matrix is the very core of the mitigation planning process and will include action planning tools to be used by the Planning Team during the implementation process.

- **Community Outreach** will be discussed at the first Planning Team Meeting. In order to comply with FEMA requirements, it is critical that individuals and organizations outside of the Planning Team have access to the Plan during the “plan writing process”. The RFP identifies the desire for two community outreach workshops to provide an opportunity to interact with the Planning Team. Specifically, the RFP identifies the following meeting timeline: 1) during the planning process (e.g. while the plan is in the plan writing phase), 2) during the public review period (e.g. in advance of the City Council public meeting to adopt the HMP). Based on EPC previous experience, attendance at community outreach workshops is very low. Although EPC is more than happy to design and deliver excellent workshops, we would like to suggest alternatives to that approach. First of all, EPC’s project approach includes advertising and distribution of the Second Draft Plan to the general public and external agencies. The same outreach can certainly be conducted in advance of the City Council meeting to adopt the plan. Additionally, EPC encourages the City to seize the opportunity to engage the general public in mitigation through strategies like an online survey, a Zoom meeting for Community Preparedness Coalition and Neighborhood Watch to learn about hazards and mitigation. EPC worked with the City of Lomita on a disaster booth at their annual street fair which included a broad spectrum of commercial and public vendors. The disaster booth included displays of portable solar generators, seismic retrofit tools, flood-related products, and numerous handouts on household and business mitigation actions. EPC will introduce a range of community outreach options at the first Planning Team Meeting including numerous methods including social media will be utilized to announce the availability of the Second Draft Plan and the opportunity to provide input. In addition to encouraging participation in contributing to the Second Draft Plan, EPC will provide the following community outreach tools:
 - Distribution of EPC-produced handouts sharing mitigation techniques available to residents and businesses.



HOME & BUSINESS OWNERS

HAZARD MITIGATION

LOGO HERE

E A R T H Q U A K E

- MINIMIZE OR ELIMINATE THREATS ASSOCIATED WITH HAZARDS -

<input type="checkbox"/> Anchor plates, expansion anchors, and framing anchors to secure roofs to walls, walls at corners, and walls to foundations	<input type="checkbox"/> Protective coating on windows
<input type="checkbox"/> Gas and water automatic shut-offs	<input type="checkbox"/> Upgraded gas line connectors
	<input type="checkbox"/> Strap down water heaters
	<input type="checkbox"/> Secure heavy furniture and wall hangings

(INSERT CONTACT INFORMATION HERE)

- Links to hazard information allowing home and business owners to identify specific hazards impacting their own properties (State of California's MyHazards).



- **Hazard Mitigation Planning Team**

The Planning Team will consist of representatives from the City as well any outsourced services (e.g. Fire Department, etc.). As participants are selected, it's important to keep in mind that hazard mitigation focuses on regulatory controls as well as construction and maintenance of buildings and infrastructure. EPC will provide agendas, handouts, minutes, and PowerPoints for each meeting. EPC President Carolyn Harshman will facilitate each of the meetings which will be delivered live or virtually via EPC's GoToMeeting conference line, at the direction of the City's Point of Contact.

- **Planning Team Meeting #1** (2 hours)

- The purpose of the kick-off meeting is to provide a general overview of the project, timeline, gather pertinent documents, confirm roles and membership of the Planning Team, review the concepts and standards contained in the DMA 2000 regulations and FEMA Review Tool, discuss availability of mapping resources, and discuss opportunities for public participation.
 - Initial review of hazards.

- **Planning Team Meeting #2** (2 hours)

- The purpose of the second meeting is to begin work on the Mitigation Strategy. This will involve capturing the status of the mitigation actions identified in the 2015 HMP along with other existing mitigation activities since the 2015 HMP. EPC will work in advance of the meeting to review the General Plan-Safety Element, Annual Budget, and Capital Improvement Program in order to capture any already identified mitigation-related projects or policies.

- **Planning Team Meeting #3** (2 hours)

- The purpose of the third meeting is to develop new mitigation action items. During the meeting EPC will distribute a planning tool that contains a comprehensive list of mitigation actions from a wide variety of jurisdictional plans. The use of this comprehensive list will assist and expedite the Planning Team's process of identifying existing and future mitigation actions.

- **Planning Team Meeting #4** (2 hours)

- Review of the First Draft Plan will be preceded by advance distribution of the document to the Planning Team via the City's Point of Contact. The meeting will provide an opportunity for the Planning Team to share comments and corrections to the document. Also, this meeting will include a discussion on preparations and logistics for soliciting input from the general public and external agencies during the distribution of the Second Draft Plan.

- **General Public and External Agency Input**

FEMA requires the Second Draft Plan be made available to the general public and external agencies (e.g. adjoining jurisdictions, servicing special districts, etc.). EPC recommends posting the Second Draft Plan on the City's website and using existing notification methods perhaps including a newsletter or other

means to inform the general public of the Plan's availability. As for the external agencies, EPC will provide email content for distribution to the various agencies including a link to the posting of the Second Draft Plan. All information gathered will be included in the Third Draft Plan. Cal OES will also be sent an electronic copy of the Second Draft Plan and requested to begin a "preliminary review".

- **Finalization** will include sending an electronic copy of the Third Draft to the Point of Contact along with a cover letter and completed FEMA Review Tool for submission to Cal OES for the formal review. Following any DMA 2000-justified revisions by EPC, Cal OES will forward the Plan to FEMA for review and issuance of an Approval Pending Adoption. As with the review by Cal OES, EPC will complete any DMA 2000-justified revisions while being certain to protect the City from unfair and unjustified revisions. EPC guarantees the HMP will receive an Approval Pending Adoption. Upon receipt of the Approval Pending Adoption letter from FEMA, the Final Draft Plan will be scheduled for presentation to the City Council. EPC will prepare staff reports, a resolution, and PowerPoints. EPC President Carolyn Harshman will be available for the presentation to the City Council should that be desired. Following the meeting, EPC will forward proof of adoption to FEMA. FEMA will then issue a Letter of Approval which will be incorporated into the Final Plan. EPC will continue to lead the planning process until the Letter of Approval is received from FEMA and incorporated into the Final Plan.
- **Expectations of the City of San Fernando**
The City will be expected to provide meeting space suitable for PowerPoint presentations to be attended by the City's Hazard Mitigation Planning Team (meetings itemized above) as support for Community Outreach activities. Additionally, the Planning Team members will be required to attend the Planning Team meetings and review the First Draft Plan. The Point of Contact for the project will be required to provide additional time and attention to assisting the EPC Project Manager will acquiring needed information and resources required to support the plan writing process. Examples of such support could include sharing of existing maps and existing data.

Integration Plan

The project approach identified above provides an in-depth discussion of interactions with the Planning Team. As for project management, Project Manager Carolyn Harshman will maintain close coordination with the City's Point of Contact via email and telephone conversations. The RFP identifies a "project management closeout meeting". Since this wouldn't take place until after months of external review by Cal OES and FEMA, EPC recommends this discussion take place via email or telephone. The Finalization section above describes the details involved in creating the Final Plan. EPC is in the practice of submitting only 2 invoices: 1) upon submission of the First Draft Plan to the Planning Team, and 2) upon submission of the Final Plan to the Point

of Contact. EPC will accommodate a request by the City for a different schedule of invoicing.

PROJECT TIMELINE

Tasks	April 2020	May	June	July	August	September	October	November
Research								
Research for Risk Assessment	X							
Prepare HAZUS	X							
Plan Writing								
First Draft, Second Draft, Third Draft, Final Draft, Final	X	X	X	X	X	X	X	X
Planning Team Meetings								
Meeting #1 HMP Overview and Initial Hazard Briefing	X							
Meeting #2 HAZUS and Status of 2015 Mitigation Action Items	X							
Meeting #3 Future Mitigation Action Items		X						
Meeting #4 Review First Draft Plan		X						
Community Outreach (Review Second Draft Plan)								
Encouraging Public Participation in Household and Business Mitigation Activities			X					
General Public and External Agencies Input to Second Draft Plan			X					
Approval and Adoption of Plan								
Submit Second Draft Plan to Cal OES for Preliminary Review		X						
Submit Third Draft Plan to Cal OES/FEMA. Complete Mandated Revisions			X	X	X	X	X	
Receive FEMA's Approval Pending Adoption							X	
Post and Participate in City Council Meeting to Adopt the Final Draft Plan, Submit Proof of Adoption to FEMA								X
Receive FEMA Final Approval								X
Incorporate FEMA Final Approval into Final Plan								X

PROJECT COST

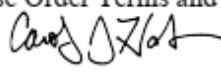
Project Milestone	Cost
Research and Plan Writing	\$20,000
Planning Team Meetings	\$10,000
Community Outreach	\$0
Adoption and Approval of Plan	\$5,000
Total	\$35,000

Attachment A – Statement of Compliance Form**CITY OF SAN FERNANDO****STATEMENT OF COMPLIANCE FORM**

Instructions: Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign one, and only one of the declarations stated below and remit as part of your Proposal as Attachment A.

No Exceptions.

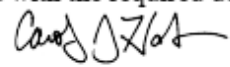
The undersigned declares that the Proposal submitted by (Name of Firm/Company) Emergency Planning Consultants to provide the services as described in the RFP was prepared in strict compliance with the instructions, conditions, and terms listed in the RFP, Scope of Services and Purchase Order Terms and Conditions with no exceptions taken.

Signature:  Date: February 22, 2020

Printed Name and Title: Carolyn J. Harshman, President

Exceptions.

By signing below, the Proposer acknowledges that the Proposal submitted by (Name of Firm/Company) Emergency Planning Consultants has been prepared in consideration of and with exception to some of the terms of the RFP, Scope of Services and Purchase Order Terms and Conditions. By signing below, the Proposer declares that the Proposal includes a statement that identifies each item to which the Proposer is taking exception or is recommending change, includes the suggested rewording of the contractual obligations or suggested change in the RFP, and identifies the reasons for submitting the proposed exception or change. The City reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

Signature:  Date: February 22, 2020

Printed Name and Title: Carolyn J. Harshman, President



February 22, 2020

This proposal is in response to the Request for Proposal (RFP) for development of an update to the Local Hazard Mitigation Plan (LHMP) for the City of San Fernando. Emergency Planning Consultants (EPC) has written more than 110 FEMA-approved hazard mitigation plans as well as additional now in the plan writing and review phase. Additionally, EPC completed hazard mitigation plans, emergency operations plans, and other emergency management-related activities for other communities throughout Los Angeles County including the County of Los Angeles All-Hazards Mitigation Plan and Los Angeles Metro All-Hazards Mitigation Plan.

Hazard mitigation planning has been at the very core of “recovery planning” for decades but the Disaster Mitigation Act of 2000 elevated the importance of developing pre-disaster mitigation activities. Mitigation activities includes projects, programs, and plans that assist with minimizing or eliminating threats associated with hazards. Since the passage of DMA 2000 there have been numerous case studies proving that the steps taken ahead to minimize and/or eliminate risks has greatly reduced damages and loss of life. Like wearing a seat belt in a car, mitigation has revolutionized disaster outcomes. Whether thought of as “insurance” or a “good investment”, there is no doubt that mitigation is the right thing to do. If that’s not enough incentive, federal regulations require public jurisdictions to maintain a FEMA-approved HMP in order to be eligible for post-disaster Hazard Mitigation Grant Program funds. Additionally, recently there has been considerable discussion among other federal agencies about the future need for HMPs to qualify for other types of post-disaster funding.

EPC maintains the outstanding qualifications required to conduct hazard research and mapping, facilitate a robust planning process, actively encourage public involvement, negotiate with the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) during the formal review process, and garner adoption by the City of San Fernando City Council. EPC President Carolyn Harshman has enjoyed two careers: City Planning and Emergency Management. Both careers required continued improvement in professional skills of research, data collection, mapping, stakeholder involvement and community outreach, technical writing, public speaking, training design and delivery. Without a doubt, Emergency Planning Consultants is the subject matter expert in the field of hazard mitigation in California having written more plans (150 to date with some in formal review) and the most FEMA-approved plan (110 to date).

This proposal is valid for a period of one year and is signed by the sole proprietor of Emergency Planning Consultants. All services will be provided and/or managed out of EPC headquarters located at 3665 Ethan Allen Avenue, San Diego, CA 92117, (858) 483-4626, office, epc@pacbell.net. EPC has no issues with any of the content of the RFP, Scope of Work, agreement, or insurance requirements.

Respectfully,



Carolyn J. Harshman, CEM
Owner and President
Emergency Planning Consultants
epc@pacbell.net
www.carolynharshman.com

Attachments: Proposal, Attachment A-Statement of Compliance Form

Company Data

- a. Company Name: Emergency Planning Consultants is a DBA owned by Carolyn J. Harshman of 3665 Ethan Allen Avenue in San Diego, California
- b. Point of Contact: Carolyn J. Harshman, 3665 Ethan Allen Avenue in San Diego, California, 858-483-4626.
- c. Type of Entity: Sole Proprietor (Carolyn J. Harshman)
- d. Federal Employer I.D. 27-0204294
- e. Ownership: Emergency Planning Consultants is 100% owned by Carolyn J. Harshman
- f. Years in Business: The DBA for Emergency Planning Consultants was processed in 1997 along with a Business License from the City of San Diego.
- g. Years providing services: Mitigation Plans since 2005 when they were first required by FEMA; other Emergency Management services since 1987.
- h. List of all comparable contracts entered into during the last 5 years, completed or not. Include year contract started and completed, type of contract, contracting agency/client, project description, project manager. See below Completed and Ongoing Contracts Involving Hazard Mitigation Plans.

Completed and Ongoing Contracts Involving Hazard Mitigation Plans

Client	Start/Stop	Contract Type	Project	Project Manager
City of Montebello	2017/2017	Professional Services Agreement (PSA)	Hazard Mitigation Plan (HMP), General Plan Safety Element (GP-SE)	Carolyn J. Harshman (CJH)
City of Long Beach	2014/2017	PSA	HMP, Emergency Operations Plan (EOP), Continuity of Operations Plan (COOP)	CJH
City of Buena Park	2014-2017	PSA	HMP, EOP	CJH
Antelope Valley Transit Authority	2015/2018	PSA	HMP, Safety and Security Preparedness Plan	CJH
City of Bellflower	2014/2018	PSA	HMP, EOP, GP-SE	CJH
City of Santa Fe Springs	2016/2017	PSA	HMP	CJH
City of Lomita	2016/2017	PSA	HMP, EOP	CJH
Town of Yucca Valley	2017/2018	PSA	HMP	CJH
City of La Puente	2016/2018	PSA	HMP, EOP	CJH
City of Signal Hill	2016/2017	PSA	HMP	CJH
City of El Monte	2015/2016	PSA	HMP	CJH
City of Claremont	2015/2017	PSA	HMP, COOP	CJH
City of Whittier	2015/2016	PSA	HMP	CJH
City of Duarte	2019/present	PSA	HMP	CJH
City of Walnut, Walnut Unified	2019/present	PSA	MJHMP	CJH

School District, San Antonio Community College District				
City of Rancho Palos Verdes and Rolling Hills Estates	2019/present	PSA	MJHMP	CJH
Sonoma County Office of Education	2019/present	PSA	HMP	CJH
City of Sierra Madre	2019/present	PSA	HMP	CJH
Los Angeles Metro	2019/present	PSA	HMP	CJH
City of La Habra Heights	2019/present	PSA	HMP	CJH
Chula Vista Elementary School District	2015/2017	PSA	HMP	CJH
Southwestern Community College District	2015/2017	PSA	HMP	CJH
Morongo Unified School District	2019/present	PSA	HMP, EOP	CJH

- i. No failure or refusals to complete a contract.
- j. Carolyn J. Harshman owns 100% interest in Emergency Planning Consultants.
- k. Carolyn J. Harshman has no other financial interest in other lines of business.

Resumes and Qualification of Personnel

Emergency Planning Consultants offers a full range of emergency management professional services including plans, training, and exercises to various forms of government. A complete listing of clients and services is included later in this section.

The EPC Project Team selected for this project is the perfect balance of subject matter expertise, background, and local knowledge. Following are introductions to the EPC Team members.

Key Personnel



Name: Carolyn J. Harshman, CEM

Education: Master of Public Administration

Professional Affiliations: International Association of Emergency Managers, California Emergency Services Association, National Hazard Mitigation Association

Professional Licenses and Certifications: Certified Emergency Manager

Carolyn Harshman, CEM is the Owner and President of Emergency Planning Consultants and will serve as the Project Manager and Principal Planner. Preparing a Hazard Mitigation Plan requires subject matter expertise in the areas of emergency response planning, hazard mitigation planning, mapping, and land use planning. With backgrounds in both land use planning and emergency management, Ms. Harshman is the right fit for facilitating the planning project. Ms. Harshman will serve as the Project Manager to the designee at the City of San Fernando and maintains responsibility for all aspects of the contracted services. Monthly status updates will be provided. Invoices will be submitted according to the terms of the contract. As Principal Planner, Ms. Harshman will lead the project by facilitating and participating at all Planning Team meetings and the City Council. She will serve as the principal author and maintain quality control over the document at all times. Ms. Harshman will also manage relationships and contributions from EPC independent contractors, ensuring quality control and continuous improvement by conducting weekly meetings with the EPC Team.

Prior to working in the field of emergency management, Ms. Harshman enjoyed a combined 20-year career as a city, regional, and redevelopment planner for the County of San Diego, City of San Diego, and Southeastern Economic Development Corporation. In her role as a land use planner Ms. Harshman prepared General Plan Amendments, Community Plans, Zoning Ordinance revisions, and conducted hundreds of community meetings. As a local government staff member for so many years, Carolyn is very familiar with the organization, roles, and responsibilities of government entities. Ms. Harshman began work in the field of emergency management in 1984 when she was hired as a hazard planner for the County of San Diego's Office of Emergency Services. There she updated the County's Emergency Operations Plan and served as the Hazards Officer. Responding to requests from other jurisdictions to

provide consulting services, Carolyn began part-time work as a consultant in 1986 writing Multi-Hazard Functional Plans and providing mandated trainings. In 1996, she ended her career with local government and established Emergency Planning Consultants.

Ms. Harshman has been a member of FEMA's Emergency Management Institute's Planning Advisory Board since 2005, involved in each update to the Emergency Planning Course (G235). Also, she taught FEMA's pilot deliveries for the Comprehensive Preparedness Guide (CPG) 101 course. The revised CPG 101 regulations provide guidance on styles and content for emergency operations plans, placing emphasis on engaging the "whole community" – including those with access and functional needs, children, and those with household pets and service animals. Carolyn has completed and teaches FEMA Master Trainer Program courses as well as a variety of other courses at the Emergency Management Institute, California Specialized Training Institute, and as an adjunct instructor at a variety of educational facilities. Ms. Harshman holds a Master of Public Administration (MPA) degree from San Diego State University and is a Certified Emergency Manager (CEM), as conferred by the International Association of Emergency Managers.

Actively engaged in professional development, Ms. Harshman was in FEMA's first cohort of the National Emergency Management Executive Academy. Ms. Harshman is an active leader in the International Association of Emergency Managers, serving as Chair of the Conference Committee from 2006-2011, Chair of the Leadership Symposium from 2011-2013, Chair of the Membership & Marketing Committee from 2014-2016, President of IAEM- USA Region 9 (California, Arizona, Nevada, Hawaii, and Pacific Territories) and presently Second Vice President for IAEM-USA.

EPC notes that substitution or addition of key personnel shall be allowed only with prior written approval of the City.

Carolyn J. Harshman, MPA, CEM
3665 Ethan Allen Avenue
San Diego, CA 92117
Telephone: (858) 483-4626
Fax: (858) 483-2862
E-Mail: epc@pacbell.net
Web: www.carolynharshman.com

CAROLYN J. HARSHMAN, MPA, CEM

E D U C A T I O N

MASTER OF PUBLIC ADMINISTRATION, SAN DIEGO STATE UNIVERSITY, 1977
BACHELOR OF ARTS, PSYCHOLOGY, SAN DIEGO STATE UNIVERSITY, 1974

C E R T I F I C A T I O N

Certified Emergency Manager (CEM), International Association of Emergency Managers

E X P E R I E N C E

President (1984 to Present), *Emergency Planning Consultants*, San Diego, California. Consulting contracts include the Federal Emergency Management Agency (subject matter expert/trainer), U.S. Department of Homeland Security - FEMA (training development and delivery); U.S. Department of Defense - Center for Excellence in Disaster Management & Humanitarian Assistance (training); National Disaster Preparedness Training Center (recovery course developer and faculty); State of Hawaii (training and exercises); State of California (Multi-Hazard Functional Plan template); State of New Hampshire (emergency operations plan/standard operating procedures and guidelines); State of Indiana (grant administration, local CEMP courses, project management tools, and development of county CEMP & hazard analysis documents); State of Missouri (HSEEP agroterrorism functional exercise, HSEEP regional WMD exercises); State of Wyoming (training and exercises); State of Nebraska (training and exercises); County of Los Angeles (all-hazard mitigation plan); County of San Diego (multi-hazard functional plan); County of San Bernardino (training and exercises); City of Long Beach (hazard mitigation plan, emergency operations plan); City of Anaheim (hazard mitigation plan); City of Oakland (catastrophic plans); City of Carlsbad (comprehensive program of plans, training, and exercises); City of Chula Vista (pre-disaster recovery & reconstruction plan); City of Bellflower (hazard mitigation plan, emergency operations plans, general plan safety element); City of Upland (comprehensive program of plans, training, and exercises); City of Rancho Cucamonga (comprehensive program of plans, training, and exercises); City of Rancho Palos Verdes (comprehensive program of plans, training, and exercises); City of Santa Ana (emergency operations plan);

City of Buena Park (hazard mitigation plan, emergency operations plans); Los Angeles Unified School District (hazard mitigation plan); San Diego Unified School District (comprehensive program of plans, training, exercises, and REMS grant administration); San Diego Community College District (comprehensive program of plans, training, and exercises); Chula Vista Elementary School District (comprehensive program of plans, training, and exercises); Hawaii Department of Education (REMS grant writing, consulting); Santa Clara Office of Education (comprehensive program of plans, training, and exercises); Southwestern Community College District (comprehensive program of plans, training, and exercises) and numerous other local governments, school districts, and other government organizations. Training services have included California SEMS Introduction and EOC courses; ICS 100, 200, 300, 400, 402, 800; NIMS 700; and a wide variety of FEMA courses. Exercise services have included full-scale/field exercises (8), functional exercises (250), and tabletops (1,500).

Faculty (1984 to Present), *National University, FEMA's Emergency Management Institute, University of Hawaii, San Diego State University, Cal Poly San Luis Obispo, California State Fire Marshal, California Specialized Training Institute.*

Senior Projects Manager (1995 to 1996), *Southeastern Economic Development Corporation*, San Diego, California. Management of Projects & Development Division for City of San Diego's Redevelopment Agency.

Director of Training & Development (1987 to 1995), *City of San Diego*, San Diego, California. Management of organizational effectiveness and training programs for City Planning Department and the Building Inspection Department.

City Planner (1985 to 1987), *City of San Diego Planning Department*, San Diego, California.

Operations Officer (1982 to 1985), *County of San Diego Office of Disaster Preparedness*, San Diego, California. Project Manager on County's Emergency Operations Plan, Hazard Analysis, Dam Evacuation Plans, Drought Plan, and Damage Assessment Process. Public Information Officer and Exercise Officer. Operational responsibilities included Emergency Operations Center activations.

Regional Land Use Planner (1977 to 1982), *County of San Diego Department of Planning and Land Use*, San Diego, California.

SPECIAL RECOGNITION

National StormReady Board, U.S. National Weather Service, Member, 2008-present

FEMA Emergency Management Institute

Advisory Group on Emergency Planning, 2005-present

National Emergency Management Executive Academy, First Cadre, 2012-2013

International Association of Emergency Managers (IAEM), Member, 1996-present

IAEM-USA Second Vice President 2019-2020

IAEM-USA Region 9 President 2016-2017, 2017-2018, 2018-2019

Membership & Marketing Chair 2014, 2015

Leadership Symposium Chair 2012, 2013

Conference Committee Chair 2006, 2007, 2008, 2009, 2010, 2011

California State Representative 2004, 2005, 2006, 2007, 2008, 2009

Speaker, 1998 Annual Conference

Topic: *Standardized Emergency Management System 101*

Topic: *Grassroots Recovery – The Recovery Task Force*

Speaker, 1997 Annual Conference

Topic: *Creative Financing Techniques for Hazard Mitigation*

Speaker, 2012 Annual Conference

Topic: *Recovery & Reconstruction Planning – Avoiding the Rush to Normalcy*

Speaker, 2016 Annual Conference

Topic: *Demystifying Pre-Disaster Recovery Planning*

Speaker, 2017 Annual Conference

Topic: *Force Multiplier – Enlisting Property Owners in Hazard Mitigation*

Speaker, 2018 Annual Conference

Topic: *Will You Win or Lose at the Game of Debris Management?*

California Emergency Services Association (CESA), Member, 2000-present

Webinar Speaker, March 2015

Topic: *Optimizing Opportunities for Mitigation*

Speaker, October 2015

Topic: *Demystifying Pre-Disaster Recovery Planning*

Speaker, 2018 Annual Conference

Topic: *Will You Win or Lose at the Game of Debris Management?*

National Hazard Mitigation Association (NHMA), Member, 2017-present

Support Personnel



Name: Alex Fritzler

Education: Bachelor of Arts – Business Administration

Professional Affiliations: California Emergency Services Association

Alex Fritzler is an Independent Contractor and will serve as the Lead Research and Mapping Analyst. He will be responsible for hazard and demographic research, writing, technical services, graphics, data analysis, and mapping services in support to the EPC Team. Alex has assisted with the preparation of more than thirty local government hazard mitigation plans since joining EPC in 2010.



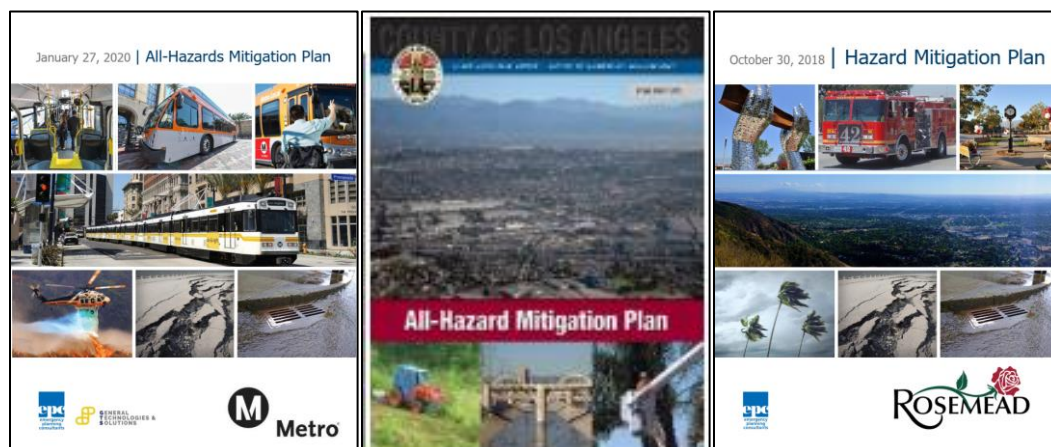
Name: Zoe Schumacher

Education: Master of Arts – Geography

Professional Affiliations: Urban and Regional Information Systems Association

Zoe Schumacher is an Independent Contractor and will serve as the GIS Analyst. Ms. Schumacher has over 15 years of extensive experience with ESRI ArcMap suite of software, and extensions including Spatial and 3D Analyst, ArcSDE, ArcGIS Server. She conducts aerial interpretations and utilization of GIS to identify high-value ecosystems. Ms. Schumacher is trained and well-versed in the use of HAZUS-MH - FEMA's natural disaster loss projection software. She has served as EPC's GIS Analyst since 2017.

Following is EPC's Comprehensive List of Clients and Projects including Hazard Mitigation Plans, Emergency Operations Plan, Continuity of Operations Plan, Pre-Disaster Recovery Plans, and Emergency Management Training and Exercises.



Emergency Planning Consultants Client and Project List

	Scope of Work
Federal Government	
Federal Emergency Management Agency (FEMA)	Course design and deliveries for FEMA's Emergency Management Institute
National Disaster Preparedness Training Center (NDPTC-University of Hawaii)	Course design and deliveries of Advanced Disaster Recovery Course, Leveraging Tools for Conducting Damage Assessments, Coastal Community Resilience, Community Planning for Disaster Recovery
State Governments	
California	Office of Emergency Services: Multi-Hazard Functional Plan Template, California Specialized Training Institute: Course deliveries
Indiana	Comprehensive Emergency Management Plan (CEMP) Template, Facilitated completion of CEMP for 15 Indiana Counties
Missouri	HSEEP agro-terrorism functional exercise, HSEEP regional WMD exercises
New Hampshire	State Operations Plan, EOC Standard Operating Procedures
Hawaii	Department of Education: Grant writing - Readiness and Emergency Management for Schools Grant (2008), State Civil Defense: Course and exercise deliveries
City and County Governments	
City of Anaheim	Update Hazard Mitigation Plan
City of Bellflower	Hazard Mitigation, Grant Writing, Update Hazard Mitigation, Update General Plan Safety Element and Technical Background Report, Update Emergency Operations Plan
City of Bradbury	Hazard Mitigation Plan
City of Buena Park	Hazard Mitigation Plan, Update Emergency Operations Plan
City of Carlsbad	Emergency Operations Plan, EOC Trainings and Exercises, Full-Scale Active Shooter Exercise (multi-jurisdictional law enforcement event)
City of Carson	Hazard Mitigation Plan
City of Cerritos	Hazard Mitigation Plan
City of Chula Vista	Pre-Disaster Recovery Plan

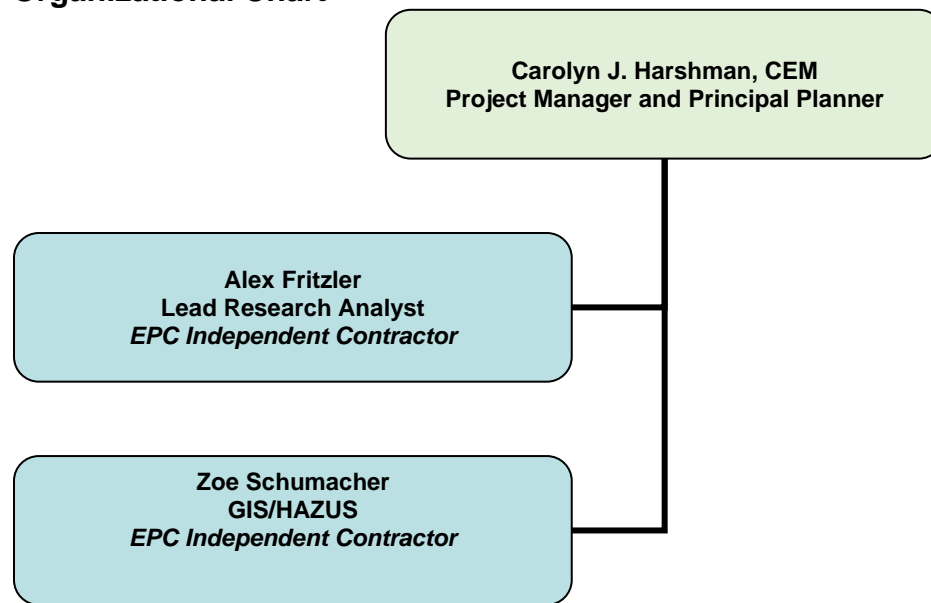
City of Claremont	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Continuity of Operations Plan
City of Coachella	EOC Tabletop Exercise
City of Compton	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of Covina	Hazard Mitigation Plan, Emergency Operations Plan, Update Hazard Mitigation Plan
City of Duarte	Update Hazard Mitigation Plan
City of El Monte	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of El Segundo	Hazard Mitigation Plan
City of Glendora	Hazard Mitigation Plan, SEMS EOC Course
City of Hawaiian Gardens	Hazard Mitigation Plan
City of Hermosa Beach	Hazard Mitigation Plan, Emergency Operations Plan, EOC Trainings and Exercises, Update Emergency Operations Plan
City of Hesperia	EOC Trainings and Functional Exercise
City of Huntington Park	Hazard Mitigation Plan
City of Indio	Incident Command System 300 and 400 Training Courses, EOC Section-Specific Training
City of Irwindale	Update Hazard Mitigation Plan
City of La Habra Heights	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of La Mirada	Hazard Mitigation Plan
City of La Puente	Update Hazard Mitigation Plan, Update Emergency Operations Plan, EOC Training
City of Lakewood	Update Emergency Operations Plan
City of Lomita	Update Hazard Mitigation Plan, Update Emergency Operations Plan
City of Long Beach	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Update Emergency Operations Plan, Continuity of Operations Plan
City of Lynwood	Hazard Mitigation Plan
City of Manhattan Beach	Hazard Mitigation Plan, Emergency Operations Plan, EOC Training and Exercises
City of Palos Verdes Estates	Emergency Operations Plan, Continuity of Operations Plan, Training and Exercises

City of Rancho Cucamonga	Emergency Operations Plan, Continuity of Operations Plan, Continuity of Government Plan, EOC Training and Exercises
City of Rancho Palos Verdes	Multi-Jurisdictional Hazard Mitigation Plan, Emergency Operations Plan, EOC Trainings and Exercises, Update Multi-Jurisdictional Hazard Mitigation Plan, Continuity of Operations Plan, Update Multi-Jurisdictional Hazard Mitigation Plan
City of Rolling Hills	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of Rolling Hills Estates	Multi-Jurisdictional Hazard Mitigation Plan, Update Multi-Jurisdictional Hazard Mitigation Plan, Update Multi-Jurisdictional Hazard Mitigation Plan
City of Rosemead	Update Hazard Mitigation Plan
City of Santa Ana	Update Emergency Operations Plan, Update Hazard Mitigation Plan
City of Santa Fe Springs	Hazard Mitigation Plan
City of Sierra Madre	Update Hazard Mitigation Plan
City of Signal Hill	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of South El Monte	Hazard Mitigation Plan
City of South Gate	Hazard Mitigation Plan
City of Twentynine Palms	Update Hazard Mitigation Plan
City of Upland	Emergency Operations Plan, EOC Training and Exercises, EOC Design
City of Vernon	Hazard Mitigation Plan
City of Walnut, Mt. San Antonio Community College District, Walnut Valley Unified School District	Hazard Mitigation Plan
City of Whittier	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Update Hazard Mitigation Plan
County of San Bernardino	Exercise Evaluator, EOC Course deliveries, SEMS Introduction Online Course
County of San Diego	Multi-Hazard Functional Plan, Emergency Management Contracted Services
County of Los Angeles	Update Hazard Mitigation Plan, Emergency Management Contracted Services
Town of Yucca Valley	Hazard Mitigation Plan, Update Hazard Mitigation Plan

Educational Institutions	
Chula Vista Elementary School District	Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, Needs & Capabilities Assessment, District Hazard Analysis, Risk/Vulnerability Assessments, Site Exercises
Covina-Valley Unified School District	Hazard Mitigation Plan, District Hazard Analysis, Needs & Capability Assessment
East Whittier City Elementary School District	Hazard Mitigation Plan
El Camino Community College District	Comprehensive Emergency Management Program - Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, Needs & Capabilities Assessment, District Hazard Analysis, Risk/Vulnerability Assessments, Site Trainings and Exercises
El Segundo Unified School District	Hazard Mitigation Plan
Granite School District (Salt Lake City, Utah)	Hazard Mitigation Plan
Little Lake City Elementary School District	Hazard Mitigation Plan
Los Angeles Unified School District	Update Hazard Mitigation Plan
Los Nietos Elementary School District	Hazard Mitigation Plan
Morongo Unified School District	Comprehensive Emergency Management Program – District Emergency Operations Plan, Site Emergency Plans, Site Assessments, EOC and Site Training and Exercises, Hazard Mitigation Plan
Palomar Community College District	Comprehensive Emergency Management Program - District Emergency Operations Plan, Site Emergency Plans, EOC and Site Training and Exercises
Palos Verdes Peninsula Unified School District	Hazard Mitigation Plan, Update Hazard Mitigation Plan
San Diego Community College District	Comprehensive Emergency Management Program - Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, EOC and Site Trainings and Exercises, Risk/Vulnerability Assessments

San Diego Unified School District	Comprehensive Emergency Management Program - Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, Needs & Capabilities Assessment, District Hazard Analysis, Risk/Vulnerability Assessments, 200 Site Functional Exercises, EOC Functional Exercises, Full-Scale Active Shooter Exercise, EOC Section-Specific Training and Tabletop Exercise
Santa Clara County Office of Education	Comprehensive Emergency Management Program - District Emergency Operations Plan, Site Emergency Plans, District Hazard Analysis, Site Safety Assessments, EOC Trainings, Site Command Team Trainings, EOC Tabletop Exercises
Sonoma County Office of Education	Multi-Jurisdictional Hazard Mitigation Plan including SCOE and 40 School Districts
South Whittier School District	Hazard Mitigation Plan
Southwestern Community College District	District Emergency Operations Plan, Site Emergency Plans, District Hazard Analysis, EOC Trainings, Site Command Team Trainings, EOC Tabletop Exercises, Grant Writing, Hazard Mitigation Plan
Whittier City School District	Hazard Mitigation Plan
Whittier Union High School District	Hazard Mitigation Plan, Update Hazard Mitigation Plan
San Bernardino Community College District	Update Hazard Mitigation Plan
Utility and Transit Providers	
Antelope Valley Transit Authority	Hazard Mitigation Plan, EOC/Field Functional Exercise, Security and Emergency Preparedness Plan, EOC/Field Functional Exercise, ICS and EOC Training
Cucamonga Valley Water District	Hazard Mitigation Plan, Risk and Resilience Assessment, Update Emergency Response Plan
Jurupa Community Services District	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Risk and Resilience Assessment, Update Emergency Response Plan
Los Angeles County Metropolitan Transportation Organization (Metro)	Hazard Mitigation Plan
Omnitrans	Hazard Mitigation Plan, Update System Security Emergency Response Preparedness Plan, Update Emergency Procedures, Deliver ICS Trainings, Exercises, Update Hazard Mitigation Plan
Non-Profit Organizations	
The Old Globe Theatre	Site Emergency Response Plan

Organizational Chart



References

Agency	Point of Contact	Contracted Service
City of Rosemead	Mandy Wong	Hazard Mitigation Plan
Los Angeles Metro	Moniek Pointer	All-Hazards Mitigation Plan
City of Santa Fe Springs	Darryl Pedigo	Hazard Mitigation Plan

Overview and Approach

At present, the City of San Fernando is not in compliance with DMA 2000 and therefore not eligible to complete for Hazard Mitigation Grant Program funds which are made available to jurisdictions within the declared area following a Presidential Disaster Declaration. In order to accomplish eligibility, a FEMA-approved Local Hazard Mitigation Plan must be developed that accomplishes the following:

The intent of DMA 2000 is three-fold:

- To gather hazard, vulnerability, and mitigation information from the local level for use in state-level planning;
- To ensure that state and local hazard mitigation planning is coordinated to the greatest extent practical; and
- To ensure that local jurisdictions are made aware of the hazards and vulnerabilities within their jurisdiction and to develop strategies to reduce those vulnerabilities.

In order to meet all of those objectives, FEMA developed a “checklist” for use by the State and Federal reviewers. The Region IX Local Hazard Mitigation Plan Review Tool (FEMA Review Tool) includes the following tasks:

- Element A: Planning Process
- Element B: Hazard Identification and Risk Assessment
- Element C: Mitigation Strategy
- Element D: Plan Review, Evaluation, and Implementation
- Element E: Plan Adoption (by City Council)

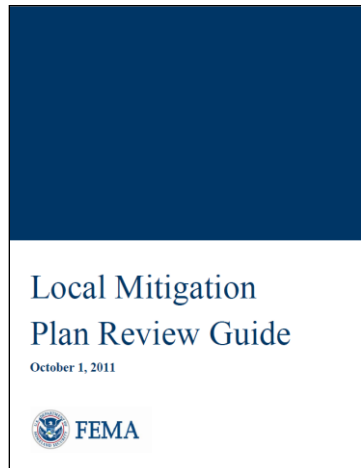
It's important to note that it is especially important to hire a firm with an extensive history of preparing FEMA-approved Hazard Mitigation Plans. Without adequate experience, it would not be unusual to spend as much time in the “Cal OES and FEMA review phase” as in preparing the actual plan. EPC prepares approvable plans and in the event a Cal OES or FEMA reviewer disagrees, knows how to discuss the difference in interpretation to gain approval. Specific strategies for accomplishing Element A-E are discussed below in Methodology and Quality Control.

Methodology and Quality Control

Preparation of the update to the Hazard Mitigation Plan will incorporate all of the federal requirements relating to local hazard mitigation plans. EPC's hazard mitigation planning approach has been perfected since 2005 when the federal government first required plans for local jurisdictions. Since that time great effort and time has gone into tracking the changes of “interpretations” by the regulatory agencies of the DMA 2000 legislation. Without publishing updates to the originating legislation, FEMA instead has published guidelines (see below) and has amended the FEMA Review Tool used to judge the adequacy of plans. Understanding all the changes in interpretation is critical to writing a plan that can go through the state and FEMA reviewers with only minor revisions. State and FEMA have both made significant staffing changes over the past year resulting in more consistent reviews and fewer unjustified requested changes. Recently, FEMA review staff have worked closely with state review staff to better understand the requirements in order to streamline the review process. With so many FEMA approved plans, obviously EPC clearly understands both the regulations and “interpretations” so goes into the review process as aligned as possible. All said, the key to a successful review is to be absolutely certain that every required component is clearly marked in the plan and on the FEMA Review Tool.

Nothing can replace EPC's years of experience and track record at facilitating and writing FEMA-approved Hazard Mitigation Plans. This experience has also prepared us for any unexpected challenges with other aspects of the planning process – Planning Team Meetings, community outreach, and participating in the adoption meeting. EPC prides itself on working closely with the jurisdiction's Point of Contact to bend and adjust to the content, format, and scheduling needs.

Hazard Mitigation Planning Process



The update to the Hazard Mitigation Plan will be completed in compliance with the requirements of the federal government Disaster Mitigation Act of 2000 (DMA 2000), FEMA's Local Multi-Hazard Mitigation Planning Guidance published July 2008, the Local Mitigation Plan Review Guide published in October 2011, and the Local Mitigation Planning Handbook published March 2013. In addition, the HMP will be written in such a way to comply with the Planning and Zoning requirements identified in California's AB747 pertaining to coordination with the General Plan-Safety Element. Building on the materials mentioned above and other FEMA mitigation "how-to guides", the following methodology will be utilized:

- **Planning Tools** have been developed by EPC that will significantly decrease the amount of jurisdictional staff time required for completion of the HMP. EPC developed these tools during preparation of the 2014 update to the County of Los Angeles All-Hazards Mitigation Plan.
- **Risk and Vulnerability Assessment** includes preparing the Hazard Identification, Risk Assessment, and Vulnerability Analysis portion of the Hazard Mitigation Plan. EPC will build off of the Risk Assessment in the 2019 County of Los Angeles All-Hazards Mitigation Plan as well as the 2018 State of California Multi-Hazard Mitigation Plan. Additionally, the City of San Fernando General Plan – Safety Element and Emergency Operations Plan will be reviewed for hazard and risk-related information as well as history of previous occurrences. EPC also maintains a broad range of resources for information regarding historical disasters. The EPC Team will base its research on the hazards on those as identified in the California Multi-Hazard Mitigation Plan. During the first Planning Team meeting, the hazards will be discussed, and EPC will provide recommendations on a final hazards list. The Risk Assessment in the HMP will include hazard-specific chapters including EPC-produced hazard maps showing location of critical and essential facilities and HAZUS-MH (see below).
- **Community Profile** will be developed for the project area. More than just demographics and organizational structure, the Profile will reflect the history and unique characteristics of the community.
- **Mapping** resources within the jurisdiction will be utilized by EPC to assist the reader in understanding the location and vulnerability to hazards. Additionally, EPC will produce any other maps necessary to properly explain the location of hazards as they relate to critical and essential facilities. Also, see below for a discussion on HAZUS-MH.

- **HAZUS-MH** (Hazards United States – Multi-Hazard) is software produced by FEMA designed to estimate loss projections for earthquake, hurricane, flooding, and tsunami. EPC will prepare a minimum of three HAZUS-MH Level 2 maps and reports – most likely including earthquake and flooding scenarios. The scenarios will be selected in coordination with the Planning Team. HAZUS-MH utilizes data from the most recent U.S. Census. That information is overlaid with a hazard scenario (e.g. Southern San Andreas Fault). In the case of an earthquake scenario, the HAZUS-MH output is a map showing shaking intensities along with a very detailed report on impacts to people, structures, infrastructure, and utilities. A sample HAZUS-MH flood map prepared by EPC is shown below:



- **Capability Assessment** includes a list of the programs (budgets, facility improvement plans), policies, and personnel available to each of the participating jurisdictions to complete the Mitigation Strategy.
- **Mitigation Strategy** is the comprehensive list of each existing and future mitigation action item for the jurisdiction. The Planning Team members will be relied on to assess the status of the mitigation action items identified in the City's 2013 HMP. Meeting time will also be dedicated to documenting other ongoing mitigation actions (e.g. tree trimming before a storm, etc.) as well as developing ideas for the future. Future ideas will be created by Planning Team members as well as drawn from the General Plan-Safety Element and Capital Improvement Program. During this brainstorming process, members will be encouraged to



think through the various hazards and come up with projects and programs that could be funded through the federal Hazard Mitigation Grant Program (HMGP) and other state and federal pre- and post-disaster funding mechanisms. EPC Tools will facilitate this process. FEMA regulations require that each of the mitigation action items will include a description of the action item, identification of coordinating department, timeline, priority, cost, benefit, goals accomplished, impacts to new and existing structures, and planning tools for implementation. EPC will present simple tools for ranking cost and benefit. The resulting Mitigation Actions Matrix is the very core of the mitigation planning process and will include action planning tools to be used by the Planning Team during the implementation process.

- **Community Outreach** will be discussed at the first Planning Team Meeting. In order to comply with FEMA requirements, it is critical that individuals and organizations outside of the Planning Team have access to the Plan during the “plan writing process”. The RFP identifies the desire for two community outreach workshops to provide an opportunity to interact with the Planning Team. Specifically, the RFP identifies the following meeting timeline: 1) during the planning process (e.g. while the plan is in the plan writing phase), 2) during the public review period (e.g. in advance of the City Council public meeting to adopt the HMP). Based on EPC previous experience, attendance at community outreach workshops is very low. Although EPC is more than happy to design and deliver excellent workshops, we would like to suggest alternatives to that approach. First of all, EPC’s project approach includes advertising and distribution of the Second Draft Plan to the general public and external agencies. The same outreach can certainly be conducted in advance of the City Council meeting to adopt the plan. Additionally, EPC encourages the City to seize the opportunity to engage the general public in mitigation through strategies like an online survey or disaster booth at a community street fair. EPC worked with the City of Lomita on a disaster booth at their annual street fair which included a broad spectrum of commercial and public vendors. The disaster booth included displays of portable solar generators, seismic retrofit tools, flood-related products, and numerous handouts on household and business mitigation actions. EPC will introduce a range of community outreach options at the first Planning Team Meeting including numerous methods including social media will be utilized to announce the availability of the Second Draft Plan and the opportunity to provide input. In addition to encouraging participation in contributing to the Second Draft Plan, EPC will provide the following community outreach tools:
 - Distribution of EPC-produced handouts sharing mitigation techniques available to residents and businesses.



HOME & BUSINESS OWNERS

HAZARD MITIGATION

LOGO HERE

E A R T H Q U A K E

- MINIMIZE OR ELIMINATE THREATS ASSOCIATED WITH HAZARDS -

<input type="checkbox"/> Anchor plates, expansion anchors, and framing anchors to secure roofs to walls, walls at corners, and walls to foundations	<input type="checkbox"/> Protective coating on windows
<input type="checkbox"/> Gas and water automatic shut-offs	<input type="checkbox"/> Upgraded gas line connectors
	<input type="checkbox"/> Strap down water heaters
	<input type="checkbox"/> Secure heavy furniture and wall hangings

(INSERT CONTACT INFORMATION HERE)

- Links to hazard information allowing home and business owners to identify specific hazards impacting their own properties (State of California's MyHazards).



- **Hazard Mitigation Planning Team**

The Planning Team will consist of representatives from the City as well any outsourced services (e.g. Building Inspection, etc.). As participants are selected, it's important to keep in mind that hazard mitigation focuses on regulatory controls as well as construction and maintenance of buildings and infrastructure. EPC will provide agendas, handouts, minutes, and PowerPoints for each meeting. EPC President Carolyn Harshman will facilitate each of the meetings.

- **Planning Team Meeting #1** (2 hours)

- The purpose of the kick-off meeting is to provide a general overview of the project, timeline, gather pertinent documents, confirm roles and membership of the Planning Team, review the concepts and standards contained in the DMA 2000 regulations and FEMA Review Tool, discuss availability of mapping resources, and discuss opportunities for public participation.
 - Initial review of hazards.

- **Planning Team Meeting #2** (2 hours)

- The purpose of the second meeting is to begin work on the Mitigation Strategy. This will involve capturing the status of the mitigation actions identified in the 2013 HMP along with other existing mitigation activities since the 2013 HMP. EPC will work in advance of the meeting to review the General Plan-Safety Element, Annual Budget, and Capital Improvement Program in order to capture any already identified mitigation-related projects or policies.

- **Planning Team Meeting #3** (2 hours)

- The purpose of the third meeting is to develop new mitigation action items. During the meeting EPC will distribute a planning tool that contains a comprehensive list of mitigation actions from a wide variety of jurisdictional plans. The use of this comprehensive list will assist and expedite the Planning Team's process of identifying existing and future mitigation actions.

- **Planning Team Meeting #4** (2 hours)

- Review of the First Draft Plan will be preceded by advance distribution of the document to the Planning Team via the City's Point of Contact. The meeting will provide an opportunity for the Planning Team to share comments and corrections to the document. Also, this meeting will include a discussion on preparations and logistics for soliciting input from the general public and external agencies during the distribution of the Second Draft Plan.

- **General Public and External Agency Input**

FEMA requires the Second Draft Plan be made available to the general public and external agencies (e.g. adjoining jurisdictions, servicing special districts, etc.). EPC recommends posting the Second Draft Plan on the City's website and using existing notification methods perhaps including a newsletter or other means to inform the general public of the Plan's availability. As for the external agencies, EPC will provide email content for distribution to the various agencies

(not yet including Cal OES and FEMA) including a link to the posting of the Second Draft Plan. All information gathered will be included in the Third Draft Plan.

- **Finalization** will include sending an electronic copy of the Third Draft to the Point of Contact along with a cover letter and completed FEMA Review Tool for submission to Cal OES. Following any DMA 2000-justified revisions by EPC, Cal OES will forward the Plan to FEMA for review and issuance of an Approval Pending Adoption. As with the review by Cal OES, EPC will complete any DMA 2000-justified revisions while being certain to protect the City from unfair and unjustified revisions. EPC guarantees the HMP will receive an Approval Pending Adoption. Upon receipt of the Approval Pending Adoption letter from FEMA, the Final Draft Plan will be scheduled for presentation to the City Council at two meetings. EPC will prepare staff reports, a resolution, and PowerPoints. EPC President Carolyn Harshman will be available for the presentation to the City Council should that be desired. EPC President Carolyn Harshman will also be available for a presentation to the Planning Commission should that be desired. Following the adoption meeting, proof of adoption will be forwarded to FEMA. FEMA will then send an email and Letter of Approval which will be incorporated into the Final Plan. EPC will continue to lead the planning process until the Letter of Approval is received from FEMA and incorporated into the Final Plan.
- **Expectations of the City of San Fernando**
The City will be expected to provide meeting space suitable for PowerPoint presentations to be attended by the City's Hazard Mitigation Planning Team (meetings itemized above) as well as the location and delivery of the Community Outreach Workshop. Additionally, the Planning Team members will be required to attend the Planning Team meetings and review the First Draft Plan. The Point of Contact for the project will be required to provide additional time and attention to assisting the EPC Project Manager will acquiring needed information and resources required to support the plan writing process. Examples of such support could include sharing of existing maps and existing data.

Integration Plan

The project approach identified above provides an in-depth discussion of interactions with the Planning Team. As for project management, Project Manager Carolyn Harshman will maintain close coordination with the City's Point of Contact via email and telephone conversations. The RFP identifies a "project management closeout meeting". Since this wouldn't take place until after months of external review by Cal OES and FEMA, EPC recommends this discussion take place via email or telephone. The Finalization section above describes the details involved in creating the Final Plan. EPC is in the practice of submitting only 2 invoices: 1) upon submission of the First Draft Plan to the Planning Team, and 2) upon submission of the Final Plan to the Point of Contact. EPC will accommodate a request by the City for a different schedule of invoicing.

Project Timeline												
Task	April 2020	May	June	July	August	September	October	November	December	January 2021	February	March
Research												
Research for Risk Assessment	X	X										
Prepare HAZUS	X	X										
Plan Writing												
First Draft, Second Draft, Third Draft, Final Draft, Final			X	X	X	X	X	X	X	X	X	X
Planning Team Meetings												
Meeting #1 HMP Overview and Initial Hazard Briefing	X											
Meeting #2 HAZUS and Status of 2013 Mitigation Action Items		X										
Meeting #3 Future Mitigation Action Items			X									
Meeting #4 Review First Draft Plan				X								
Community Outreach												
Encouraging Public Participation in Household and Business Mitigation Activities				X	X	X						
General Public and External Agencies Input to Present Second Draft Plan						X						
Adoption and Approval of Plan												
Submit Third Draft Plan to Cal OES/FEMA. Complete Mandated Revisions.						X	X	X	X	X	X	
Receive FEMA's Approval Pending Adoption											X	
Post and Conduct City Council Meetings, Adopt the Final Draft Plan, Submit Proof of Adoption to FEMA												X
Receive FEMA Final Approval												X
Incorporate FEMA Final Approval into Final Plan												X

PROJECT COST

Project Milestone	Cost
Research and Plan Writing	\$20,000
Planning Team Meetings	\$10,000
Community Outreach	\$5,000
Adoption and Approval of Plan	\$10,000
Total	\$45,000

Attachment A – Statement of Compliance Form**CITY OF SAN FERNANDO****STATEMENT OF COMPLIANCE FORM**

Instructions: Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign one, and only one of the declarations stated below and remit as part of your Proposal as Attachment A.

No Exceptions.

The undersigned declares that the Proposal submitted by (Name of Firm/Company) Emergency Planning Consultants to provide the services as described in the RFP was prepared in strict compliance with the instructions, conditions, and terms listed in the RFP, Scope of Services and Purchase Order Terms and Conditions with no exceptions taken.

Signature:  Date: February 22, 2020

Printed Name and Title: Carolyn J. Harshman, President

Exceptions.

By signing below, the Proposer acknowledges that the Proposal submitted by (Name of Firm/Company) Emergency Planning Consultants has been prepared in consideration of and with exception to some of the terms of the RFP, Scope of Services and Purchase Order Terms and Conditions. By signing below, the Proposer declares that the Proposal includes a statement that identifies each item to which the Proposer is taking exception or is recommending change, includes the suggested rewording of the contractual obligations or suggested change in the RFP, and identifies the reasons for submitting the proposed exception or change. The City reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

Signature:  Date: February 22, 2020

Printed Name and Title: Carolyn J. Harshman, President



INTEGRATED
CONSULTING
SOLUTIONS

The City of San Fernando

Consultation Services for the Development of a Single Jurisdiction Local Hazard Mitigation Plan Update

**Request for Proposals
February 27, 2020**



Contact:

Daiko Abe, MS, CFM

Director of Operations

daiko.abe@i-s-consulting.com

208-390-2021



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The City of San Fernando

Consultation Services for the Development of a Single Jurisdiction Local Hazard Mitigation Plan Update

**Request for Proposals
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Contact:

Daiko Abe, MS, CFM

Director of Operations

daiko.abe@i-s-consulting.com

208-390-2021



INTEGRATED
CONSULTING
SOLUTIONS



Pricing Sheet

		Unit	Quantity/Hours	Total Cost
Project Start-Up, Management, and Reporting				
Conduct Project Management [Task 2]				
Project Kickoff Meeting				
	Principal	\$ 184.24	0	
	Project Manager	\$ 154.56	4	\$618.24
	Lead Planner	\$ 120.14	4	\$480.56
	Travel Budget		1 Trip (2 individuals)	\$650.00
SUBTOTAL				\$1,748.80
Project Work Plan Development & Internal Controls				
	Principal	\$ 184.24	2	\$368.48
	Project Manager	\$ 154.56	4	\$618.24
	Lead Planner	\$ 120.14	0	\$0
SUBTOTAL				\$986.72
Project Reporting & Meeting Planning				
	Principal	\$ 184.24	0	\$0
	Project Manager	\$ 154.56	12	\$1,854.72
	Lead Planner	\$ 120.14	0	\$0
SUBTOTAL				\$1,854.72
Phase 2: Project Execution				
Organize Resources [Task 1]				
Formation of City Planning Team & Initial Meetings				
	Project Manager	\$ 154.56	2	\$309.12
	Lead Planner	\$ 120.14	6	\$720.84
	Planners	\$ 109.45	0	\$0
SUBTOTAL				\$1,029.96
Document the Planning Process				
	Project Manager	\$ 154.56	4	\$618.24
	Lead Planner	\$ 120.14	12	\$1,441.68
	Planner	\$ 109.45	0	\$0
SUBTOTAL				\$2,059.92
Public & Stakeholder Outreach Strategy				
	Project Manager	\$ 154.56	4	\$618.24
	Lead Planner	\$ 120.14	8	\$961.12
	Planners	\$ 109.45	16	\$1,751.20
	Meetings		2 public meetings	\$1,275.00
SUBTOTAL				\$4,605.56
Community Capabilities & Risk Assessment [Task 3]				
Community Capabilities Analysis				
	Project Manager	\$ 154.56	0	\$0
	Lead Planner	\$ 120.14	8	\$961.12
	Planners	\$ 109.45	12	\$1,313.40
SUBTOTAL				\$2,274.52
Risk Assessment & Vulnerability Analysis				
	Project Manager	\$ 154.56	0	\$0
	Lead Planner	\$ 120.14	8	\$961.12
	Planners	\$ 109.45	0	\$0
SUBTOTAL				\$961.12
Hazard Identification				
	Project Manager	\$ 154.56	0	\$0
	Lead Planner	\$ 120.14	2	\$240.28
	Planners	\$ 109.45	8	\$875.60



		Unit	Quantity/Hours	Total Cost
			SUBTOTAL	\$1,115.88
Hazard Profile				
	Project Manager	\$ 154.56	4	\$618.24
	Lead Planner	\$ 120.14	16	\$1,922.24
	Planners	\$ 109.45	32	\$3,502.40
			SUBTOTAL	\$6,042.88
Vulnerability & Capabilities Assessment				
	Project Manager	\$ 154.56	0	\$0
	Lead Planner	\$ 120.14	8	\$961.12
	Planners and GIS	\$ 109.45	56	\$6,129.20
			SUBTOTAL	\$7,090.32
Draft Risk Assessment				
	Project Manager	\$ 154.56	0	\$0
	Lead Planner	\$ 120.14	8	\$961.12
	Planners	\$ 109.45	12	\$1,313.40
	Travel		1 Trip (2 individuals)	\$650.00
			SUBTOTAL	\$2,924.52
Development of Mitigation Actions & Strategy [Task 4]				
Mitigation Goals, Actions, & Implementation				
	Project Manager	\$ 154.56	0	\$0
	Lead Planner	\$ 120.14	2	\$240.28
	Planners	\$ 109.45	4	\$437.80
			SUBTOTAL	\$678.08
Update Mitigation Goals & Objectives				
	Project Manager	\$ 154.56	0	\$0
	Lead Planner	\$ 120.14	2	\$240.28
	Planners	\$ 109.45	4	\$437.80
			SUBTOTAL	\$678.08
Analyze Previous Mitigation Action Items				
	Project Manager	\$ 154.56	0	\$0
	Lead Planner	\$ 120.14	8	\$961.12
	Planners	\$ 109.45	16	\$1,751.20
			SUBTOTAL	\$2,712.32
Develop Implementation Strategy				
	Project Manager	\$ 154.56	0	\$
	Lead Planner	\$ 120.14	8	\$961.12
	Planner	\$ 109.45	32	\$3,502.40
			SUBTOTAL	\$4,463.52
Draft Hazard Mitigation Plan [Task 5]				
LHMP Update Monitoring & Evaluation				
	Project Manager	\$ 154.56	0	\$0
	Lead Planner	\$ 120.14	4	\$480.56
	Planners	\$ 109.45	8	\$875.60
			SUBTOTAL	\$1,356.16
Incorporate into Pre-existing Planning Mechanisms				
	Project Manager	\$ 154.56	0	\$0
	Lead Planner	\$ 120.14	4	\$480.56
	Planners	\$ 109.45	12	\$1,313.40
			SUBTOTAL	\$1,793.96
Submission to Cal OES & FEMA				
	Project Manager	\$ 154.56	2	\$309.12
	Lead Planner	\$ 120.14	4	\$480.56
	Planners	\$ 109.45	8	\$875.60



Unit		Quantity/Hours		Total Cost
SUBTOTAL				\$1,665.28
Annual Update & Maintenance Workshop [FREE OPTIONAL TASK]				
	Project Manager	\$ 154.56	0	\$0
	Lead Planner	\$ 120.14	0	\$0
	Planners	\$ 109.45	0	\$0
SUBTOTAL				\$0.00
Launch Odysseus™ Enterprise [FREE OPTIONAL TASK]				
	Project Manager	\$ 154.56	0	\$0
	Lead Planner	\$ 120.14	0	\$0
	Planners	\$ 109.45	0	\$0
SUBTOTAL				\$0.00
Phase 3: Project Closeout				
	Project Manager	\$ 154.56	2	\$309.12
	Lead Planner	\$ 120.14	4	\$480.56
	Planners	\$ 109.45	0	\$0
	Printing			\$400.00
SUBTOTAL				\$1,189.68

TOTAL LUMP SUM PRICE: \$47,232.00

Integrated Solutions Consulting, Inc. (ISC) is a professional services firm focused on developing and implementing comprehensive crisis and consequence management solutions. We are recognized as innovative problem solvers, dedicated to the profession of emergency management and proficient in the disciplines that support it. As recipients of the Dun & Bradstreet Top Supplier Performance Rating for reliability, cost, order accuracy, timeliness, quality, business relations, personnel, customer support, and responsiveness, ISC proudly offers your community over 775+ years of experience, technical expertise, and unparalleled performance.





A. Cover Letter

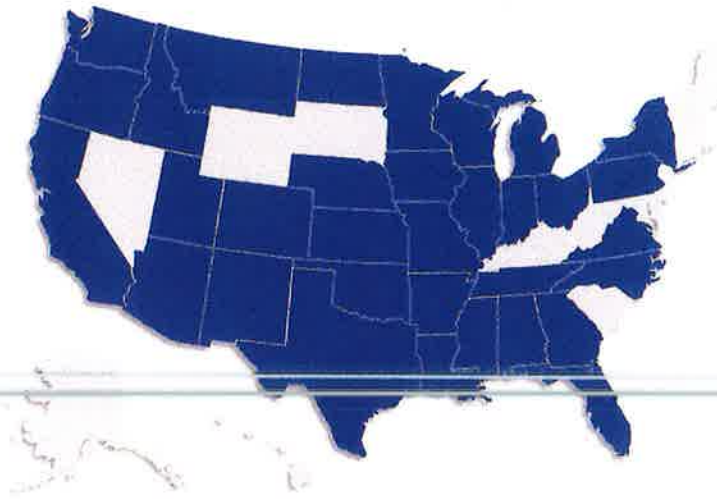
February 27, 2020

Martin Pastucha
Interim Director of Public Works
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Dear Mr. Pastucha,

Integrated Solutions Consulting, Inc. (ISC) is pleased to present our response to the City of San Fernando's (the City's) Request for Proposals: *Consultation Services for the Development of a Single Jurisdiction Local Hazard Mitigation Plan Update*.

For the past 15 years, ISC has been a single-source provider for hazard mitigation planning projects. Accordingly, ISC has developed Local Hazard Mitigation Plans (LHMPs) for entities similar to the City that were both **accepted upon initial submission** by the state and the Federal Emergency Management Agency (FEMA) and have **successfully positioned our clients to secure additional Hazard Mitigation Assistance (HMA) funding** for future hazard mitigation projects.



ISC's Emergency Preparedness Planning Services Portfolio

In addition to our extensive local hazard mitigation planning experience, the ISC Team offers the City the following:

- ✓ **Staff who have worked and lived in the City as well as the greater San Fernando Valley area.** From familiarity with local faith communities such as the Santa Rosa Catholic Church at the intersection of Workman and Griffith Streets to experience patronizing local businesses at the Mission Plaza, to even spending long afternoons at the nearby Ritchie Valens Skate Plaza in neighboring Pacoima, **ISC maintains knowledge of the City that only people who have lived and worked there have.**



- ✓ **Experience developing and receiving State and Federal approval for City LHMPs in California.** The ISC Team has worked with California Governor's Office of Emergency Services (Cal OES) State Hazard Mitigation Officers (SHMOs) to develop LHMPs of similar size and scope to the City, including for example, the Santa Monica LHMP, Beverly Hills LHMP, City of Orange HMP, and cities of Artesia, Hawthorne and Lynwood LHMPs.
- ✓ **Over 775+ years of emergency management experience.** In total, the ISC team has over 775 years of combined experience. Crucially, much of our experience is rooted in assisting communities like the County prepare for, respond to, recover from, and mitigate against hazards.
- ✓ **One of the highest-rated Dun & Bradstreet Top Supplier Performance Rated emergency management and homeland security consulting services.** Recently, Dun & Bradstreet evaluated over 50 ISC consulting engagements, awarding ISC a Top Supplier Performance Rating for reliability, cost, order accuracy, timeliness, quality, business relations, personnel, customer support, and responsiveness with an average **97.1%** score amongst all categories, representing as much as a 25% higher rating than comparable firms.
- ✓ **Former Coordinating Officers for FEMA Region IX.** Joined by Navigating Preparedness Associates, a local, disabled veteran business enterprise, **the ISC Team offers unique experience developing LHMPs from the perspective of Californian cities and FEMA Region IX.**

ISC Top Supplier Performance Rating

✓	Reliability	97%
✓	Cost	95%
✓	Order Accuracy	95%
✓	Timeliness	97%
✓	Quality	97%
✓	Business Relations	98%
✓	Personnel	99%
✓	Customer Support	98%
✓	Responsiveness	98%

Mr. Pastucha, ISC understands the singular challenges the City faces as a cultural powerhouse, and smaller, blossoming community independent of Los Angeles. With our extensive knowledge of your City, experience developing LHMPs of similar size and scope for communities within the area, and high-rated consulting services, I am confident that ISC will deliver a City LHMP Update ahead of schedule and under budget. On behalf of ISC, we appreciate the opportunity to bid on this important project.

Sincerely,

Daniel Martin, Ph.D., CEM, CFM
Principal, Integrated Solutions Consulting, Inc.
dan.martin@i-s-consulting.com
847-477-6542



B. Company Data

ISC provides our company data in the table below. We are happy to provide additional information upon the City's Request.

Integrated Solutions Consulting, Inc. Company Data	
i. Official Company Name and Address	Integrated Solutions Consulting, Inc. 633 West Fifth Street 26th and 28th Floors Los Angeles, CA 90071
ii. Name, Address, and Contact Information for the Proposer's primary point of contact.	Mike Hooper Direct: 949.522.5667 Office: 847.737.5395, ext 117 Mobile: 949.501.3683 Mike.hooper@i-s-consulting.com
iii. Indicate the type of entity (corporation, company, joint venture, etc.)	S-Corporation
iv. Federal Employer I.D. Number	20-5265704
v. A statement indicating whether Proposer is totally or partially owned by another business organization or individual.	ISC is neither totally nor partially owned by another business organization or individual.
vi. Number of years Proposer has been in business under the present business name.	15 years
vii. Number of years of experience the Proposer has in providing the required, equivalent, or related services.	15 years
viii. A list of all comparable contracts entered into during the last five (5) years, completed or not.	See the following page.
ix. Any failures or refusals to complete a contract (include explanation).	Not applicable.
x. Individuals/Firms who own an interest of 10% or greater in Proposing firm.	Not applicable.
xi. Financial Interest of firm in other line of business	Not applicable.

Prior to providing a list of all comparable contracts entered into during the last five years, ISC highlights several LHMP projects of particularly similar size and scope to the City.

City of Beverly Hills, CA Local Hazard Mitigation Plan Update	
 <p>Beverly Hills, CA Local Hazard Mitigation Plan Update</p>	<p>Project Highlights:</p> <ul style="list-style-type: none"> • Provided real-world guidance on implementing projects specifically geared towards earthquakes, droughts, and wildfires.

The City of Beverly Hills requested ISC to develop an update of its 2016-2021 LHMP. To do this, ISC worked closely with City of Beverly Hills stakeholders to complete the four key phases of the project: 1) Organize Resources, 2) Review the Mitigation Plan and Objectives, 3) Complete Multi-Hazard Mitigation Plan Update and Public Review, and 4) Write Updated Plan/Print and Edit per Review. Prior to the first formal meeting, our Team worked with the City of Beverly Hills Project Manager to formalize a scope of work (SOW), identify committee members and identify other logistical necessities needed to complete the project. This proactive approach allowed the City and ISC to engage the whole community and collaborate throughout the project lifecycle. Our Team completed the City's LHMP Update, receiving approval from Cal OES and FEMA and was adopted by the City of Beverly Hills City Council.

City of Santa Monica, CA Local Hazard Mitigation Plan Update	
 <p>Santa Monica, CA Local Hazard Mitigation Plan Update</p>	<p>Project Highlights:</p> <ul style="list-style-type: none"> • Analyzed flood risk using spatial data analysis to identify flood-prone zones and structures that experienced repetitive loss due to flooding. • Identified, assessed, and evaluated opportunities to implement infrastructure resiliency and continuity strategies.

ISC was selected by the City of Santa Monica, Hazard Mitigation Advisory Committee to update the City's Local Hazard Mitigation Plan (LHMP). In the course of updating the Plan to meet all requirements, and provide a roadmap for the City to use, ISC provided a number of value-added solutions. Specifically, ISC analyzed the City's flood risk using spatial data analysis to identify flood-prone zones and structures that experienced repetitive loss due to flooding. ISC also participated in the "Great ShakeOut" exercise of the City's EOC, providing insight on local conditions, needs, and capabilities. Ultimately, the plan delivered by ISC was unanimously approved by the City Council.



City of Orange, CA Local Hazard Mitigation Plan Update


Orange, CA

Local Hazard Mitigation Plan Update

Project Highlights:

- Managed the City's LHMP, vertically and horizontally aligning it with the City's General Plan and Emergency Operations Plan.

Recently, ISC Staff managed the Update of the City of Orange's 2016 LHMP to assist the City in reducing its vulnerability to disasters while helping to guide and coordinate mitigation actions. Horizontally and vertically aligning with the City's preexisting plans such as the City of Orange General Plan and Emergency Operations Plan, the LHMP set a foundation for departmental collaboration and coordination, provided pragmatic, efficient, scalable hazard mitigation actions, and cemented the basis for the City's hazard mitigation planning efforts to meet and exceed Cal OES and FEMA requirements.



Cities of Artesia, Hawthorne & Lynwood, CA Local Hazard Mitigation Plans

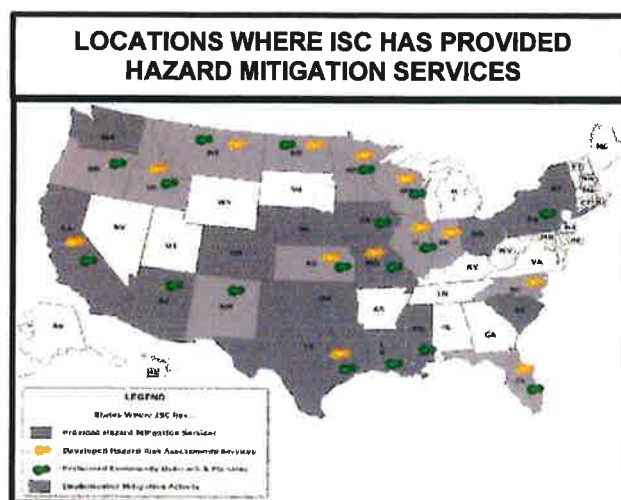
Cities of Artesia, Hawthorne & Lynwood

Local Hazard Mitigation Plans

Project Highlights:

- Developing multiple Californian citywide 2020 LHMPs simultaneously
- Hawthorne draft LHMP approved by Cal OES

Navigating Preparedness Associates is currently supporting development of three, small city, 2020 LHMPs in the State of California. Recently, Cal OES reviewed the Hawthorne draft LHMP, achieving initial draft submittal to FEMA Region IX.



The following represent additional mitigation and risk assessment related projects completed in the last 5 years.

- **Bi-State Kansas/Missouri Regional Threat Hazard Identification & Risk Assessment;** Mid-America Regional Council; Daiko Abe, Project Manager; Kansas City Region; Started in 2019; Completed in 2019; Lump-Sum Contract
- **Hazard Identification Risk Analysis (HIRA);** City of Chicago OEMC; George DeTella, Project Manager; Started in 2019; Ongoing; Lump-Sum Contract
- **Salt Lake County, UT Hazard Mitigation Plan;** Unified Fire; Daiko Abe, Project Manager; Started in 2019; Completed in 2020; Lump-Sum Contract
- **Cook County, IL Hazard Mitigation Plan;** Cook County OHSEM; Daiko Abe, Project Manager; Chicago, IL; Started in 2019; Completed in 2019; Lump-Sum Contract
- **Phoenix UASI Strategic Plan;** Phoenix EMHS; Daiko Abe, Project Manager; Started in 2018; Completed in 2019; Lump-Sum Contract
- **Hazard Mitigation Plan Update;** Portage County, WI; John Rogan, Project Manager; Started in 2019; Completed in 2019; Lump-Sum Contract
- **Madison County, ID Hazard Mitigation Plan Update;** Madison Fire; Daiko Abe, Project Manager; Started in 2018; Completed in 2019; Lump-Sum Contract
- **Miami-Dade County Business Resilience Study;** Miami-Dade County OEM; Daiko Abe, Project Manager; Started in 2018; Completed in 2018; Lump-Sum Contract
- **Hamilton County, OH Hazard Mitigation Plan;** Hamilton County EMHSA; Daiko Abe, Project Manager; Cincinnati, OH; Started in 2018; Completed in 2018; Lump-Sum Contract
- **Royal Oak, MI Hazard Mitigation Plan;** City of Royal Oak; Daiko Abe, Project Manager; Started in 2018; Completed in 2018; Lump-Sum Contract
- **Franklin County, OH Hazard Mitigation Plan;** Franklin County Emergency Management; Daiko Abe, Project Manager; Started in 2018; Completed in 2018; Lump-Sum Contract



- **Oakland County, MI Hazard Mitigation Plan;** Oakland County Homeland Security Division; Daiko Abe, Project Manager; Started in 2017; Completed in 2017; Lump-Sum Contract
- **Seminole Tribe of Florida Hazard Mitigation Plan Update;** Florida; Dan Martin, Project Manager; Started in 2017; Completed in 2017; Lump-Sum Contract
- **Carter County, TN Hazard Mitigation Plan;** Carter County EMA; Daiko Abe, Project Manager; Tennessee; Started in 2016; Completed in 2016; Lump-Sum Contract
- **Hardin County, IA Hazard Mitigation Plan;** Hardin County EMA; Daiko Abe, Project Manager; Iowa; Started in 2016; Completed in 2016; Lump-Sum Contract
- **Miami-Dade County Evacuation and Behavior Study;** Miami-Dade County OEM; Daiko Abe, Project Manager; Started in 2016; Completed in 2017; Lump-Sum Contract
- **Hazard Mitigation Plan;** Teton County EMA; Daiko Abe, Project Manager; Started in 2016; Completed in 2016; Lump-Sum Contract
- **Waukesha County, WI Hazard Mitigation Plan;** Waukesha EMA; John Rogan, Project Manager; Started in 2015; Completed in 2016; Lump-Sum Contract
- **Hazard Mitigation Plan;** Fremont County, ID EMA; Daiko Abe, Project Manager; Started in 2015; Completed in 2015; Lump-Sum Contract
- **Threat and Hazard Identification & Risk Assessment Update;** Miami-Dade County OEM; Dan Martin, Project Manager; Started in 2014; Completed in 2015; Lump-Sum Contract

The following table highlights additional multi-year contracts awarded to Integrated Solutions Consulting:



Client	Type of Engagement		Contract / Engagement
LOCAL AND COUNTY GOVERNMENT CLIENTS			
Maricopa County, Arizona	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Option 5-Year Term based on performance
	<input checked="" type="checkbox"/> Exercises	<input type="checkbox"/> Special Studies.	
	<input type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	
San Diego County	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Multi-Year Term Contract based on performance and qualifications in the following categories: 1) Emergency Planning, 2) Whole Community, 3) Recovery, 4) Hazard Specific and Critical Infrastructure (2015 – Present)
	<input checked="" type="checkbox"/> Exercises	<input type="checkbox"/> Special Studies.	
	<input type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	
Santa Cruz County, California	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded task order assignment by FEMA to manage and provide technical assistance for flood recovery operations (2017 – Present)
	<input type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input checked="" type="checkbox"/> Incident Mgmt.	
City and County of San Francisco	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Multi-Year Term Contract based on performance and qualifications for Emergency Planning, Community Preparedness, and Recovery Planning Professional Services (2014-Present)
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	
Austin, Texas	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded task order assignment by FEMA to manage and provide technical assistance for flood recovery operations (2016 – Present)
	<input type="checkbox"/> Exercises	<input type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input checked="" type="checkbox"/> Incident Mgmt.	
Miami-Dade County, Florida	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Option 5-Year Term based on performance for Emergency Management & Homeland Security Professional Services.
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	
Palm Beach County, Florida	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Multi-Year Term Contract based on performance and qualifications.
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	



New York City, New York	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded task order assignment by FEMA to manage and provide technical assistance for NYC Hurricane Sandy Operations (2012 – Present)
	<input type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input checked="" type="checkbox"/> Incident Mgmt.	
City of Chicago	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Option Year Term based on performance for Comprehensive Emergency Management Planning Support Services (2008-Present)
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input checked="" type="checkbox"/> Incident Mgmt.	
City of Chicago	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Multi-Year Term Contract based on performance and qualifications in the following categories: 1) Emergency Planning, 2) Emergency Response and Preparedness Training, 3) Exercises (2015 – Present)
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input checked="" type="checkbox"/> Incident Mgmt.	
Cook County, Illinois	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Option Year Term based on performance for Comprehensive Emergency Management Planning Support Services.
	<input checked="" type="checkbox"/> Exercises	<input type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	
DuPage County, Illinois	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Option Year Term based on performance for Comprehensive Emergency Management Planning Support Services.
	<input checked="" type="checkbox"/> Exercises	<input type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	
Oakland County, Michigan	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded multiple contracts based on an innovative approach, performance, and qualifications for Hazard Mitigation Planning and Active Shooter Computer Based Training.
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	
REGIONAL AND UASI GOVERNMENT CLIENTS			
North Central Texas Council of Governments	<input checked="" type="checkbox"/> Strategic Planning	<input type="checkbox"/> Training	Awarded multiple contracts based on performance and qualifications EOC Capabilities Assessment and Multi-Disciplinary, Multi-Jurisdictional Full-Scale Exercise.
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	
Houston- Galveston Area Council	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Multi-Year Term Contract based on performance and qualifications All-Hazards Preparedness, Planning, Consulting, & Recovery Services.
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input checked="" type="checkbox"/> Incident Mgmt.	
South Florida UASI	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	



	<input type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	
Bay Area UASI	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Multi-Year Term Contract based on performance and qualifications for Emergency Planning, Community Preparedness, and Recovery Planning Professional Services (2014-Present)
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	
Mid-America Regional Council	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	
St. Paul – Minneapolis HSEM UASI Region	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input checked="" type="checkbox"/> Incident Mgmt.	
STATE GOVERNMENT CLIENTS			
State of New Mexico	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Multi-Year Term Contract based on performance and qualifications for Public Health Emergency Preparedness Knowledge Base System.
	<input type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	
State of Illinois	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Option Year Term based on performance for Comprehensive Emergency Management Planning Support Services.
	<input type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	
State of Georgia	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Multi-Year Term Contract based on performance and qualifications for Pre-Disaster and Post-Disaster Consulting Services.
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input checked="" type="checkbox"/> Incident Mgmt.	
State of Florida	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Pursuant Section 287.042(16), F.S.: Cost-effective and in the best interest of the state; Alternate Contract Source, HGACBuy: All-Hazards Preparedness, Planning, Consulting & Recovery Services
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	
FEDERAL GOVERNMENT CLIENTS			
DHS: FEMA – Infrastructure Response & Recovery Services	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Nationwide, Multi-Year, Re-compete Contract based on performance for the FEMA Public Assistance Technical Assistance Contract with Office of Federal Disaster Coordination Professional Support Services.
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input checked="" type="checkbox"/> Incident Mgmt.	
DHS: FEMA Catastrophic	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	



Planning Program	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	Awarded Nationwide, Multi-Year Term Contract based on performance and qualifications for Planning and Technical Services for FEMA's Catastrophic Program.
	<input checked="" type="checkbox"/> Program Mgmt.	<input checked="" type="checkbox"/> Incident Mgmt.	
DHS: FEMA Program Coordination & Planning	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Multi-Year, Re-compete based on performance for the FEMA Response & Recovery Directorate's Program Coordination and Planning Technical Support Services contract.
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input checked="" type="checkbox"/> Incident Mgmt.	
US Department of Health & Human Services	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded contract based on an innovative approach, performance, and qualifications to support DHHS' National Exercise Support Services.
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	
US Department of Interior, BIA	<input checked="" type="checkbox"/> Strategic Planning	<input checked="" type="checkbox"/> Training	Awarded Multi-Year Term Contract based on performance and qualifications for Planning and Technical Services of the Bureau of Indian Affairs Dam Safety Program.
	<input checked="" type="checkbox"/> Exercises	<input checked="" type="checkbox"/> Special Studies.	
	<input checked="" type="checkbox"/> Program Mgmt.	<input type="checkbox"/> Incident Mgmt.	



C. Resumes and Qualifications of Personnel

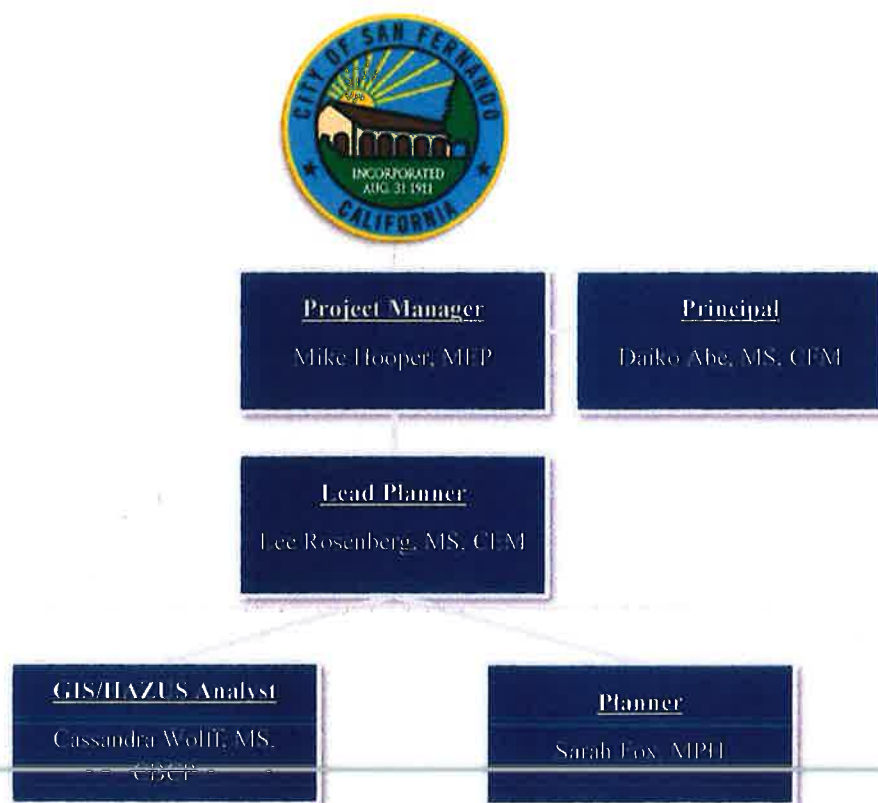
To judge the quality and competence of personnel for this project, ISC will work together with the City to establish the minimum experience and education requirements for the Project Team. In doing so, ISC will only utilize personnel who meet City-ISC requirements and who have attained expressed, prior City approval. Below, we provide a concise resume outline for our proposed personnel, including name and role, education, and summaries of LHMP experience. Members of our Team have completed over 50 similar projects individually. Accordingly, we provide a cursory summary of LHMP experience on the following page and provide more detail in full resumes under **Appendix A: Personnel Resumes**.



Integrated Solutions Consulting, Inc. Personnel		
Name & Role	Education	Summary of LHMP Experience
Daiko Abe, MS, CFM Principal	<ul style="list-style-type: none"> – MS, Emergency Management – Certified Floodplain Manager (CFM) – Extensive experience in hazard mitigation planning and FEMA NFIP program 	<ul style="list-style-type: none"> – Project Manager/Lead Planner for a number of California citywide LHMPs – Project Manager for the 2019 Cook County MJ-HMP Update, the largest HMP in the US, covering 121+ jurisdictions, completed within an expedited five-month timeframe. – Extensive experience in hazard mitigation planning and FEMA NFIP program – Key developer of the CIKR Vulnerability and Criticality Assessment Methodology and Tool
Mike Hooper, MEP Project Manager	<ul style="list-style-type: none"> – Certified Master Exercise Practitioner (MEP) – Homeland Security Exercise Evaluation Program (HSEEP)-certified 	<ul style="list-style-type: none"> – Former Project Manager for City of Orange, CA 2018 LHMP – FEMA National Programs Lead Planner
Lee Rosenberg, CEM Lead Planner	<ul style="list-style-type: none"> – MS, Engineering Management – Certified Emergency Manager (CEM) – California Emergency Services Associations 	<ul style="list-style-type: none"> – Over 30+ years of experience – Former Federal Coordinating Officer for FEMA Region IX – Led or managed numerous LHMPs throughout the State of California, including Cities of Artesia, Hawthorne and Lynwood LHMPs, Hermosa Beach HMP, Ventura County MJ-HMP, and Tulare County MJ-HMP
Sarah Fox Planner	<ul style="list-style-type: none"> – MPH, Disaster Management 	<ul style="list-style-type: none"> – Former FEMA Region IV Hazard Mitigation Planner – Former FEMA Hazard Mitigation Planning Specialist – Extensive experience leading emergency planning projects in the State of California
Cassandra Wolff GIS/HAZUS Analyst	<ul style="list-style-type: none"> – MS, Executive Leadership – Certified Business Continuity Professional (CBCP) – FEMA-certified & credentialed HAZUS-MH Instructor 	<ul style="list-style-type: none"> – Former US Department of Defense Geospatial Analyst – Lead GIS/HAZUS Analyst for all ISC LHMP projects

D. Organization Chart

ISC has drawn from our extensive pool of highly experienced and qualified resources, and specifically identified five key personnel for this project. **The ISC Team offers the City Former Federal Coordinating Officers for FEMA Region IX, Certified Floodplain Managers, former FEMA Mitigation Planning Specialists, and former US DOD Geospatial Analysts.** All our proposed key personnel have consistent records of successful leadership, innovation, client-service, and technical expertise.



ISC's transition plan provides the City a straightforward, efficient process of identifying either additional or substitutionary personnel in the unlikely that circumstance the project requires additional staff resources or that staff have to be replaced. ISC maintains a cadre of 250+ emergency management professionals with experience completing services similar in size and scope to the City. In addition to our 250+ member cadre, ISC core staff are also available to the City. In terms of judging the quality and competence of personnel for this project, ISC will work together with the City to establish the minimum experience and education requirements for the Project Team. In doing so, ISC will only utilize personnel who meet City-ISC requirements and who have attained expressed, prior City approval.

E. References

Repeat business is the best compliment for a consulting firm. The ISC Team has maintained long-standing relationships with the following references, to which we have provided similar services. We encourage you to contact our references as they can attest to our superior level of technical knowledge and expertise, high-quality deliverables, adherence to schedule and budget, and our unwavering commitment to customer service.

Cook County, IL Multi-Jurisdictional Hazard Mitigation Plan Update	
 <p>Cook County, IL Multi-Jurisdictional Hazard Mitigation Plan</p>	<p>Point of Contact:</p> <p>Gene Ryan Chief Planner Cook County DRSEM gene.ryan@cookcountyil.gov 312-603-8180</p>

The ISC Team recently completed the nation's largest MJ-HMP Update within five months. ISC was recently engaged by the Cook County Department of Regional Security and Emergency Management (DRSEM) to conduct its 2019 MJ-HMP Update, covering a total of 136 jurisdictions. The ISC Team worked closely with Cook County DHSEM, Illinois Emergency Management Agency (IEMA), and personnel to accomplish significant improvements in their 2014 MJ-HMP. Our Team increased participation in public outreach activities by over 230 percent and gained participation by previously non-participating counties. Recently, IEMA and FEMA formally approved this Plan.

Waukesha County, WI All-Hazard Mitigation Plan Update	
 <p>Waukesha County, WI All Hazard Mitigation Plan Update</p>	<p>Point of Contact:</p> <p>Kathy Schwei Coordinator Waukesha County OEM 262-896-8292 kschwei@waukeshacounty.gov</p>

Recently, the Waukesha County Office of Emergency Management (OEM) selected ISC to update the County's All-Hazard Mitigation Plan. Our Team worked closely with Waukesha OEM stakeholders to update community profiles and hazard analyses, review and amend mitigation initiatives, and review, modify and improve over 70 preexisting mitigation actions. To ensure adequate public participation and stakeholder input in the plan update, hazard mitigation, and preparedness questionnaire was developed to gauge household and business preparedness and mitigation priorities within the County. The questionnaire helped guide the Steering Committee in prioritizing hazards/risk and in selecting goals, objectives, and



mitigation strategies that best reflected the needs of the County. Over 170 questionnaires were completed during this planning process. ISC leveraged our Odysseus Enterprise System and specifically, the Knowledge Management System (KMS) and Computer-based Training (CBT) components, which ensured all stakeholders had real-time access to the Plan and maintained a shared understanding of the goals and objectives of the project. Utilization of the KMS resulted in real-time comments and feedback from County and municipal representatives: Over 130 comments/observations were submitted. ISC's novel approach to updating the County's All-Hazard Mitigation Plan resulted in approval by Wisconsin Emergency Management (WEM) and FEMA.

Hamilton County, OH Multi-Jurisdictional Hazard Mitigation Plan	
 <p>Hamilton County, Ohio Multi-Jurisdictional Hazard Mitigation Plan</p>	<p>Point of Contact:</p> <p>Ryan McEwan, CEM Assistant Director Hamilton County EMHS 513-263-8016 ryan.mcewan@hamilton-co.org</p>

In 2018, the Hamilton County Emergency Management Agency (EMHSA) requested ISC to develop the MJ-HMP. The ISC Team facilitated nine webinars over two weeks to introduce the mitigation planning process to local officials, engaging 47 of the County's 48 jurisdictions to participate in at least one webinar. Next, ISC planned and facilitated seven hazard mitigation planning workshops throughout the County to identify hazards and update and consider new mitigation strategies, gaining full participation from each of the County's 48 jurisdictions. Our Team then designed and distributed a comprehensive public survey that reached 1,825 residents and resulted in 1,328 completed responses. ISC leveraged survey data to inform the hazard risk prioritization process, ensuring the MJ-HMP addressed the public's concerns and priorities. ISC also planned, advertised for, and executed two public forums sharing the MJ-HMP draft with County residents, providing all members of the community with an opportunity to provide input for review and comment. MJ-HMP participants assessed over 300 hazard mitigation strategies/actions, resulting in a prioritized list of 111 new strategies/actions, in addition to 180 ongoing/updated mitigation strategies/actions from the 2013 Plan, and 47 completed strategies/actions. The County's MJ-HMP received Ohio Emergency Management Agency (EMA) and FEMA approval.

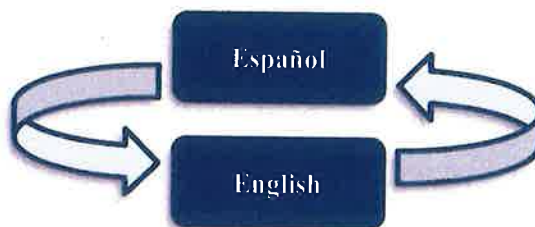
F. Overview and Approach

This section describes in detail ISC's understanding of and approach to performing the services required to complete the City's 2020 LHMP Update. It is important to note that while the narrative that follows details our recommended approach, our methodology is flexible to meet the needs of the City. ISC anticipates that changes will be made during the interview and scope development process, however the project approach below will provide the City with a baseline understanding of ISC's LHMP development methodology.

Proposer must include in this section their understanding of the preparation of Local Hazardous Mitigation Plans (LHMP) and adoption by the Federal Emergency Management Agency as outlined in the Request for Proposals.

ISC understands that the City is seeking a consultant to manage, coordinate, prepare, and administer the 2020 Update of the 2013 City of San Fernando Local Hazard Mitigation Plan. Though the City maintains similarities with nearby municipalities within the San Fernando Valley, such as Granada Hills and Porter Ranch to the West, down to Burbank and Glendale southeast, ISC recognizes the significant differences that distinguish the City and how these differences will translate into the local hazard mitigation planning process. **Given members of the ISC Team grew up, lived and worked in the San Fernando Valley, we maintain unique insight into additional, special considerations for the City, including:**

- **English and Spanish Public Outreach Efforts.** Over 90% of the City's estimated 25,100 population are Latinx/Hispanic. Though we understand that much of the community is bilingual, ISC recognizes the significance of offering public outreach events and documents accessible to both English-speaking and Spanish-speaking audiences. Accordingly, we specifically recommend including all public outreach documentation, including the two community preparedness surveys in English and Spanish.



- **City Independence and Shared Critical Facilities.** The City's combination of owned and shared infrastructure. As part of the 2020 LHMP Update process, each critical facility within the 500-year floodplain is required to have completed or are maintaining mitigation actions to protect against flooding. ISC understands that some critical facilities that City residents access, such as the Pacoima Health Center, are operated by Los Angeles County Department of Public Health Services (LA DPHS) and within the City of Los Angeles' jurisdiction, but nevertheless serves San Fernando residents. Due to the communal nature and proximity of this critical facility, ISC suggests including the facility in the 2020 LHMP Update and working with LA DPHS key stakeholders to add mitigation actions and develop a mitigation strategy.
- **Gentrification.** As the City of Los Angeles Housing Crisis continues, the rising costs of rent have and will continue to displace citizens throughout the San Fernando Valley further east. Whether the specific situation is moving from Studio City to North Hollywood, Van Nuys to Pacoima, or Sylmar to the San Fernando, the 2020 LHMP would benefit from understanding how mass gentrification can impact the City's disaster resilience. ISC suggests the City consider leveraging time-series demographic data to forecast potential population growth and demographic shifts.

- The impacts of the “Twenty-Eight by ‘28” Initiative.** Though the City is independent from the City of Los Angeles, ISC knows that the City can and will be affected by Los Angeles projects – for example, the Los Angeles County Metropolitan Transportation Authority’s (Metro’s) East San Fernando Valley Transit Corridor project. The \$1.3 billion Light Rail Transit (LRT) project will run north/south from the Van Nuys Metro Orange Line Station to the Sylmar/San Fernando Metrolink Station. With construction set to begin in 2022, at a minimum, the LRT will necessarily influence the viability and scalability of the 2020 LHMP hazard mitigation actions and potentially increase City activity. **Our Team will convene with the City Planning Team (CPT), stakeholders, and the City Council (Mayor Fajardo, Vice Mayor Ballin, and Councilmembers Pacheco and Gonzales) to identify other major initiatives that will impact the City’s resilience as well as pre-existing documents such as the LRT Environmental Impact Statement/Report (EIS/EIR) into the LHMP.**



Understanding and approach for preparing and subsequent adoption of the City’s LHMP Update as described within Attachment A: Scope of Work.

ISC’s approach to developing the LHMP Update is a five-stage method consistent with the Scope of Work (SOW) presented in **Attachment A** and compliant with industry best practices, federal and state requirements, and lessons learned from our past engagements. Our approach for preparing and subsequent adoption of the City’s LHMP is detailed on the following page. ISC is happy to provide additional information upon the City’s request.



Task 1: Organization of Resources

The City's goals are ISC's goals. Based on our prior experience developing LHMP Updates, we have learned that success means more than gaining Cal OES and FEMA approval and municipal adoptions: the client defines success. Accordingly, ISC believes it is essential to establish a clear understanding of goals and objectives upon contract execution. As earlier noted, by defining the City's vision of success and expectations at the onset of the project, our Team will readily collaborate with the City to ensure the complete realization of all objectives.

Task 1.1 Formation of City Planning Team & Initial Meetings

At a minimum, there should ideally be at least one representative for each relevant City department within the City. However, given departmental overlap, we will allow a single representative with authority to represent multiple departments, such as law enforcement or fire.

Best Practice #1

ISC provides analytical reports of each committee member's time in the system reviewing the plan, collaborating with committee members, and participating in the mitigation planning tools. This participation is shared and reported in a format that is consistent with FEMA's quarterly reporting requirement.

ISC will record the name of every person invited, their email, the date of the invitation, the method of the invitation, whether the person agreed to participate, and whether the person provided feedback on the LHMP. The plan will also include copies of all meeting invitations, a list of everyone invited to each meeting (along with their positions, the departments they represent, and

if they attended), and meeting sign-in sheets (and minutes, if desired).

Task 1.2 Documentation of the Planning Process

As part of the overall planning process, ISC will coordinate, schedule, facilitate, and support all meetings and conferences with the City's Planning Team (CPT). For the CPT meetings (*both formal planning meetings, program or project status meetings, and any ad hoc meetings or briefings*) ISC will:

- ✓ Coordinate the scheduling of meeting rooms, with the designated City Project Lead and any designated facility representatives, and send/manage invitations, reminders and registration (*via MS Outlook Calendar appointments*)
- ✓ Reserve, establish and ensure functionality of any conference lines and/or any web-based meeting platforms (*i.e., webinars, GoToMeeting, RingCentral, Microsoft Teams, WebEx, etc.*)
- ✓ Disseminate conference line and/or web-based meeting access information, such as call in numbers, URLs, etc., and access instructions to remotely participating individuals
- ✓ Develop for each meeting an agenda, presentation slide deck, and appropriate read ahead or draft LHMP content or materials
- ✓ Distribute, electronically, all written planning meeting materials to CPT representatives, including read ahead, meeting handouts, and/or draft materials, no later than seven days prior to the meeting





- ✓ Provide hard copies of all written planning meeting materials, in sufficient quantity, for each planning meeting
- ✓ Provide and affix all signage, as well as provide, set up, test for functionality, and operate any audio/visual equipment (*i.e., projectors, public address, etc.*), as needed or requested
- ✓ Facilitate all meetings, conferences, orientations, and/or briefings
- ✓ Record and publish meeting minutes to the participants and designated POCs, no later than one week following the meeting

Task 1.3 Public & Stakeholder Outreach Strategy

Public involvement is a critical aspect of all mitigation projects. ISC is well-versed in hosting public engagement meetings and capturing appropriate records to ensure FEMA's public involvement requirements are met. **ISC will facilitate two public outreach workshops in addition to developing and distributing two LHMP Update Surveys.** ISC will work with

ISC will coordinate, schedule, facilitate, and support all meetings and conferences with the City's CPT

local stakeholders to increase public awareness and encourage public participation, especially in the review process.

Subject to scheduling availability, ISC recommends holding the public outreach meetings at the **San Fernando Library (217 N Maclay Ave)** because it is already used as a space for community events and services, it has 87 person meeting room occupancy, is a low-cost alternative, and will be relatively easier for citizens and stakeholders to access given its central location. Though these qualities are desired in a meeting space, ISC is amenable to any suggestions the City offers.

A hallmark of ISC's LHMP Update process is robust public involvement, including advertisements in local newspapers, preparation of public service announcements, online surveys, distribution of brochures, newsletters, and fliers and posting information and announcements on local government websites and social media platforms.

In addition to completing the nation's largest MJ-HMP Update within five months, relative to the previous contractor, ISC increased public involvement by over 230%.

We will work closely with the City to ensure that the LHMP ISC will also work with the City and CPT to ensure the 2020 LHMP Update is incorporated into existing and future public education initiatives and training. **In addition to the two public meetings, ISC will facilitate LHMP Update workshops for representatives from relevant City departments.** During these workshops, we will review the risk assessment report and composite maps. The emphasis of the workshop is knowledge and understanding of the causes of the hazards and better preparation for determining mitigation actions.

All critical facilities that meet these criteria must either already have completed and are maintaining mitigation actions to protect against flooding or must be included as a mitigation action. If the City does not own the identified facility, a mitigation action will be added to work with the owners to develop a mitigation strategy (e.g. the Pacoima Health Center).

ISC will work directly with City stakeholders to ensure the identified mitigation actions are effective, efficient, scalable, and pragmatic.

Upon approval of the City Project Lead and the Steering Committee, ISC recommends conducting eight meetings throughout the hazard mitigation planning process. These meetings will occur as part of a documented project schedule presented to the Steering Committee. Whether they serve in government, the Fire, Police, or Public Works Departments, our Team is familiar with the pressing schedules of department points of contact (POCs). Likewise, ISC understands that departmental POCs may already be familiar with the LHMP planning process. However, to reinforce information and educate new POCs, our Team will take



all the necessary steps to engage participants, educating them on the importance of LHMP Updates, and including interactive activities throughout the meetings.

Though this is inexhaustive, the meetings will address the following key points:

- Address FEMA's requirements for mitigation plans, as identified in the DMA 2000, CFR Part 201.6, the American Planning Association's *Hazard Mitigation: Integrating Best Practices into Planning*, and the most current FEMA "how-to" planning guidance.
- Address Cal OES' requirements for mitigation plans
- Identify members' contribution to the planning process.
- Address preliminary goals and objectives.
- Identify (and debrief) meetings with key community stakeholders and any other bodies that may seem appropriate.
- Distribute questionnaires that will assist in identifying resources that will be needed for successful completion of the project.
- Highlight the progress-to-date and the schedule for the remainder of the planning process, and.
- Solicit input from members throughout the planning process.



Develop & Distribute Survey



Review & Evaluate Results



Public Outreach & Advertisement



Workshops & Public Hearings



Ongoing, Continued Public Participation

Task 2: Project Management

The ISC Team will meet with the City Project Lead, CPT, and Steering Committee (if applicable) to review and coordinate the tasks of the 2020 LHMP Update. Central to ISC's project management approach is the development of the Project Work Plan (PWP). Simply put, the PWP is a formal, approved document used to guide both project execution and project control borne out of consultant and client collaboration. The primary uses of

the PWP are to document planning assumptions and decisions, facilitate communication among project stakeholders, and document approved scope, cost, and schedule baselines. However, we recognize that the PWP offers

much more and provides a shared understanding between the City and Project Manager and a comfort of the 2020 LHMP Update's path and eventual success. For this reason, ISC takes

Best Practice #2

ISC offers a customized interactive mitigation planning participation module that allows committee members and stakeholders to learn about the mitigation process and provide real-time feedback and input in the plan development. Data analytics track and document your team's participation in the planning process

great measures to establish a PWP.

Task 2.1 Project Work Plan Development & Internal Controls

During this meeting, we will introduce the proposed ISC Team, present the PWP, identify initial data requests, and establish processes for collecting data, the designation of control, points of contact, and quantity of and schedule for project deliverables. Additionally, we will discuss and define administrative requirements for the project, including correspondence, invoicing, and other related project issues. This project kick-off meeting will outline expectations and responsibilities. The PWP will be modified as needed based on this initial meeting.

The Project Manager will utilize the PWP to guide a comprehensive project management approach throughout the execution of all project tasks and to manage the quality of the overall project engagement.



The PWP will guide the execution of the project, measure progress, and depict the proposed team structure with assigned functions, duties, and responsibilities that will meet the project needs.



Task 2.2 Project Reporting & Meeting Planning

From our experience completing similar projects, ISC believes that, given the importance of project reporting, all associated activities must be clearly defined, precisely completed and evaluated, and agreed upon by both our Team and the Client. Elements of our project reporting approach are included throughout the proposal, including PWP development and tasks within **1. Organization of Resources**. However, key project reporting tasks are included below.



Scope Management

Scope Management. Scope Management identifies the project description, goals, and objectives; evaluates the project structure, scope management, and controls; supports quality assurance procedures; and manages project risks and mitigation.



Resource Management

Resource Management. To facilitate increased coordination and provide the City with a technical contractor that will meet and exceed expectations, ISC has selected the most qualified staff for this project. In the unfortunate event that key personnel assigned to this project become unavailable, ISC has identified support staff and potential candidates that would be available to fill in. These changes would be implemented only with the approval of the City.



Communications & Information Management

Communications & Information Management. ISC and its team have invested in advanced technologies to facilitate communication and information sharing between our key personnel and staff. The video conferencing and desktop sharing capabilities of our company has proven to be extremely helpful in past projects and have served to increase internal and external communication.



Potential Risks & Mitigation Strategy

Potential Risks & Mitigation Strategy. At the beginning of the project, identified and potential risks will be recognized to anticipate and manage, as far as possible, the potential impacts of the project, including reporting all risks. Each time a new risk is detected, it shall be managed (identified, assessed, etc.) by the Project Manager or designee. Preventive and corrective treatment will be implemented to reduce the severity and probability of the occurrence of these risks.

Task 3: Community Capabilities & Risk Assessment

The ISC Team will help the Steering Committee identify and review all the hazards that might affect the community and will narrow the list to the hazards that most likely will impact the community. There is no one source for identifying which applicable hazards may affect the community. ISC will use the following methods where applicable.



Task 3.1 Community Capabilities Analysis

Our team will obtain this information through various avenues, including, but not limited to:

(1) **Research of historical documents and data:**

By accessing newspapers, historical societies, database searches, etc., the ISC Team will gather records that may contain dates, the magnitude of the events, damage, and further evidence of the past natural disasters in the community.

(2) **Review of existing plans and reports:**

To ensure the City is covering all the possible hazards, our team will collect and review plans and documents that may have information on hazard planning. Transportation, environmental, dam, or public works reports, or plans are examples of documents that may contain relevant information. These documents will be reviewed to identify a list of disasters and potential issues that have occurred in the past. Also, local comprehensive plans, land use plans, capital improvement plans, as well as building codes, land development regulations, and flood ordinances will be reviewed to identify hazard provisions that indicate the presence of local hazards. This will also include ensuring the City has an updated evacuation and sheltering plan. ISC will identify where this information can be located or will add this planning effort as a mitigation action item.

Transportation, environmental, dam, or public works reports, or plans are examples of documents that may contain relevant information. These documents will be reviewed to identify a list of disasters and potential issues that have occurred in the past. Also, local comprehensive plans, land use plans, capital improvement plans, as well as building codes, land development regulations, and flood ordinances will be reviewed to identify hazard provisions that indicate the presence of local hazards. This will also include ensuring the City has an updated evacuation and sheltering plan. ISC will identify where this information can be located or will add this planning effort as a mitigation action item.

(3) **Inventory Assets:** Using GIS data management and analysis, an inventory of the City's assets will be developed based on the five categories defined in the DHS/FEMA protocol. This inventory of assets will assist in identifying areas that are subject to the various natural hazards in the subject area. These five categories are:

(4) **Essential Facilities**

- Transportation Systems
- Lifeline Utility Systems
- High Potential Loss Facilities (financial institutions, government buildings, etc.)
- Hazardous Waste/Materials Facilities

An initial inventory will use the baseline data contained in HAZUS-MH and supplemented by GIS data provided by the City. The effort includes developing and mapping a general inventory of assets in the community. Using a base map, the ISC Team will identify the assets inside areas for each identified hazard that has a defined physical geographic boundary.

Our team will review the inventory to ensure that all facilities, infrastructures, and sectors critical to the continuity of government, operations, and services provided by the City are included in the mitigation planning process. If data is insufficient or clarification is needed, a representative of ISC will contact the client and/or client representative to discuss additional efforts that will be required, as well as possible implications to this project scope and schedule.

Of the categories described above, some specific examples of critical facilities include:

- ✓ Police stations
- ✓ Fire stations
- ✓ Critical vehicle and equipment storage facilities

Best Practice #4

ISC documents the planning process, provide a method of on-going committee collaboration, offer an archival repository of planning meeting minutes and information, and ensure the active participation of committee members and key stakeholders throughout the life cycle of the Hazard Mitigation planning process.

Selected sections of the Hazard Profile (at a minimum, flooding, wildfire, drought, and extreme temperatures) will also consider how climate change may exacerbate the hazard, notably how it may impact vulnerability, frequency, or severity



- ✓ Emergency Operations Centers
- ✓ Utilities and power generating stations
- ✓ Communication centers
- ✓ Medical facilities, including hospitals, nursing homes, blood banks, and health care facilities
- ✓ Schools and daycare centers, especially if designated as a disaster shelter
- ✓ Public and private utility facilities
- ✓ Drinking water and wastewater treatment plants
- ✓ Tier 2 facilities: Structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic, and/or water-reactive materials; facilities designed for bulk storage of chemicals, petrochemicals, hazardous or toxic substances, or floatable materials.

In close coordination with the Steering Committee, the ISC Team will reach out to local, state, and federal governments to obtain hazard information, development trends, known vulnerabilities, and past experiences mitigating, responding, and recovering from disasters. These efforts may include (as appropriate):

- Interviewing pre-identified local officials and FEMA officials; and,
- Contacting other resources such as Natural Hazards Center, Hazard Disaster Center, National Weather Service, Association of State Floodplain Managers, International Association of Emergency Managers, etc.

Many sections (at a minimum, flooding, wildfire, drought, and extreme temperatures) will also consider how climate change may exacerbate the hazard, notably how it may impact vulnerability, frequency, or severity.

Task 3.2 Risk Assessment & Vulnerability Analysis

A community's hazard risk assessment is a critical document that defines a community's strategic common operational picture to mitigate, as well as prepare, protect, respond, and recover to emergencies and disasters. ISC also recognizes that a community's vulnerability assessment and analysis is a definitive measure of the risk associated with each hazard. Therefore, in addition to creating the City's hazards risk assessment for the mitigation plan, the ISC project team will develop planning considerations that the City can integrate into other planning doctrines. This approach will serve as the foundation for other emergency management initiatives and create increased programmatic efficiencies and a common operational picture. Our Team will also assist the community by creating a risk assessment by using HAZUS-MH as an added risk assessment tool.

Best Practice #5

Unlike our competitors, ISC offers FAA-licensed operators to conduct drone flights per 14 CFR part 107. Incorporating aerial analysis gives a new perspective on existing hazard risks & hazard mitigation actions. Aerial imagery analysis and modeling of high hazard areas, recovering communities, and vital infrastructure assets can be incorporated into your LHMP.

The ISC Team will rely on its experience developing natural, technological, and political hazard risk and vulnerability assessments for some of the nation's most complex communities and infrastructure systems.

Our team's proven methodology ensures:

- Ensures uniformity among hazard categories
- Utilizes empirical values applicable to all communities, facilities, and systems
- Employs complex GIS modeling and analysis of probable scenarios to provide planning considerations of social, political and physical impacts
- Grants the flexibility needed to accurately and systematically integrate the vulnerability assessments of critical assets
- Provides consistency between the State's approach while addressing the unique characteristics and attributes of the City

As part of the community's overall risk assessment, the ISC Team will provide an analysis of the natural, technological, and political hazard categories by elaborating upon and defining the specific types of hazards; identifying recent events that have occurred locally and/or regionally; updating the hazard profiles, parameters, and characteristics; assessing possible vulnerabilities not addressed in the previous version; determining probable scenarios, and modeling select hazards.



3.1: Hazard Identification

As previously noted, ISC also recognizes that a community's vulnerability assessment and analysis is a definitive measure of the risk associated with each hazard. Thus, as part of the community's overall risk assessment, the ISC Team will provide an analysis of the natural, technological, and political hazard categories by elaborating upon and defining the specific types of hazards; identifying recent events that have occurred locally and/or regionally and analyzing the impacts of the selected hazards.



3.2: Hazard Profile

Understanding the makeup of the City is a critical component of the mitigation plan development process. Thus, to ensure the planning incorporates the most accurate assessment possible, ISC will complete an exhaustive community profile for the City. As previously indicated, once the community profile is complete, the ISC Project Manager will present the data to the Steering Committee for approval.

3.3: Vulnerability & Capabilities Assessment

Led by our GIS/HAZUS Analyst, Ms. Wolff, MS, CBCP, our Team will work directly with the CPT to conduct a GIS-HAZUS Analysis, modeling varying hazard scenarios depicted by the client. Leveraging our comprehensive technical capabilities, the ISC Team will deliver a Technical Memorandum of Agreement that summarizes the natural, technological, and/or political hazard profiles and the HAZUS-MH modeling (or another modeling program) scenarios to be performed by our team. This Memorandum of Agreement is to ensure that ISC and City agree on the HAZUS-MH modeling (or other modeling programs) and GIS analysis scenarios conducted.

The loss estimation process will utilize HAZUS-MH modeling (or other modeling programs), GIS analysis, historical disaster data and information, and quantitative analysis to estimate the losses to natural and human-induced hazard events in a defined area. Where applicable, our team will use HAZUS-MH structure loss estimation tables with engineering expertise and previous disaster experience to determine the direct loss and primary indirect loss from those hazard events identified in the Technical Memorandum of Agreement.

The analysis reports will include the following:

- Estimation of the losses to structures
- Estimation of the losses to contents
- Estimation of the losses to structure use and function
- Projection of human losses
- Estimation of the primary direct and indirect loss

Our team will use HAZUS-MH (or other modeling programs) and GIS analysis to determine which individual assets could sustain the largest potential losses, by adding the structure loss, content loss, and function loss for each asset to determine the total loss. This process will produce the following:

- Calculation of the losses to each asset;
- Calculation of the estimated damages for each hazard event; and,
- Creation of a map that shows a composite of the areas of highest loss.

In order to ensure the GIS mapping effort is as comprehensive as possible, an inventory of critical facilities will be developed, to include:

- Emergency Operations Center(s), police and fire stations
- Hospitals and emergency shelters
- Water and wastewater treatment plants and associated pumping stations
- Power generation, transmission, and delivery facilities
- Special population centers, such as daycare facilities, nursing homes/elderly housing, and correctional facilities
- Hazardous material facilities
- Evacuation routes
- Repetitive loss properties
- Population density
- Structures delineated by use (residential, commercial, industrial, institutional, and others as appropriate).

The objective of the risk methodology is to devise a method to compare and evaluate which hazards are the greatest threats to City. Differences in the hazard's impact area, amount and severity of the damage, duration of the event, and direct and indirect economic impacts make it difficult to develop empirical values applicable to each hazard category. In this subtask, we will leverage our experience to incorporate the numerous other planning considerations that are not captured by GIS hazard loss programs alone. The intent is to provide the City with a hazard loss assessment that is relevant.

Our services and expertise include additional efforts to conduct UAV aerial flyovers, aerial imagery analysis, and mapping of various areas and assets. A licensed FAA operator conducts our UAV flights, and all flights will be conducted per 14 CFR part 107.

ISC Offers the City of San Fernando UAV (Drone) Technology Integration

Incorporating UAV aerial analysis offers a new perspective on existing hazard risks and potential hazard mitigation actions. Aerial imagery analysis and software modeling of high hazard areas, disaster-stricken communities, and vital infrastructure assets can be incorporated into the City's LHMP.

UAV tasks include:

- ✓ *Aerial flyover*
 - Flight registration and COA filing
 - Data and flight log
 - Flight safety check
 - Flyover
- ✓ *Aerial Imagery Analysis & Software Modeling*
- ✓ *Integrate drone mapping with Hazard Risk Analysis and Mitigation Plan*





Future development trends and special considerations (i.e., historical property, environmentally sensitive areas, etc.) can have a significant impact on a community's risk of hazards. The impact of these trends and special considerations on the community's risk is directly proportional to the size of the community, community values, and the significance of the development trend or special consideration. With input from the Steering Committee, our team will analyze the effect of any significant future development trends and special considerations identified by the City to determine their positive or negative impacts on hazard profiles, inventoried assets, or projected losses.

The ISC Team will write the first draft of the Risk Assessment section of the LHMP Update and submit it to the Steering Committee for review and comment. The Risk Assessment will culminate in the information and analyses completed during this task.

Task 4: Development of Mitigation Actions & Strategy

Effective mitigation actions and preparedness activities are complementary to one another and provide a holistic approach that aligns multiple state and federal directives and funding. The strategies proposed by ISC will ensure compliance with DMA 2000 and will delineate between pre-disaster (FEMA's PDM program) and post-disaster (HMGP 404 and 406) actions. The ISC Team will provide technical support to the six-hazard mitigation and preparedness categories, as defined by FEMA: prevention, property protection, public education and awareness, natural resources protection, emergency services, and structural projects.

Best Practice #6

ISC's proprietary CVR2 Model is a prioritized indication of planning risk considerations and dashboard analytics that can be incorporated into the community's preparedness efforts, that will increase programmatic efficiency, operational effectiveness, and a unified common operational picture.

Task 4.1 Mitigation Goals, Actions, & Implementation

Identifying and prioritizing mitigation actions are the fundamental components of an LHMP Update. In the previous tasks, ISC redefined hazards, reassessed vulnerabilities, and the losses were estimated. Our Team will craft a prioritized list of mitigation actions that will reduce future risks and losses. These actions will particularly focus on the protection of new and existing buildings and infrastructure and will include both non-structural and structural actions. This task will allow ISC to identify goals and objectives; identify and reevaluate mitigation actions, and develop the capabilities assessment, and identify mitigation strategies.

This effort will also include a progress update on the mitigation actions taken during the last five years, regardless of inclusion in the previous LHMP or funding source. This progress update (to be included in each jurisdictional annex) will provide context and ideas for new projects.

4.1: Update Mitigation Goals & Objectives

ISC acknowledges the interdependencies of mitigation with the response, recovery, and preparedness functions of emergency management. Accordingly, we will reevaluate mitigation actions consistent with the goals and objectives that were previously defined. The LHMP Update defines the action plan to reduce community loss from future hazard events, creating an LHMP Update integrable into other emergency management operational phases. ISC will explore mitigation actions relevant to:

ISC will evaluate the mitigation actions to determine the action's effectiveness and efficiency for preventing, protecting, and reducing damages to the community's assets from natural hazards. Input will be considered from relevant state and federal agencies, as well. Evaluation of these mitigation actions will be based on, but not limited to, the following criteria:

- Technical feasibility
- Maintenance needs
- Economic benefits
- Political support



- Environmental impacts
- Community acceptance
- Staffing and funding (Administrative)
- Legal authority
- Historic projects of similar scope and magnitude

All mitigation actions, regardless of their criterion, will be assessed and discussed. Those that have the reasonable potential to be accomplished within the lifespan of the LHMP should be included. Even those that are determined to be outside of FEMA's eligibility requirements, but may still be achievable, should be included in the mitigation action list, as funding should be sought from all possible venues.

ISC will work directly with City stakeholders to ensure the identified mitigation actions are effective, efficient, scalable, and pragmatic.

Each mitigation action will include the following:

- ✓ Project Name and Number
- ✓ Goal and/or Objective being met
- ✓ Hazard to be mitigated
- ✓ Description of the Problem
- ✓ Project Description
- ✓ Estimated Timeline
- ✓ Whether or not the project is related to a Critical Facility (and if so, assurance that the facility will be protected to the 500-year event or greatest damage scenario).
- ✓ Lead Agency responsible for implementation
- ✓ Estimated Costs
- ✓ Estimated Benefits
- ✓ Potential Funding Sources

4.2: Analyze Previous Mitigation Action Items

An LHMP Update defines mitigation goals and objectives for the community. Based upon the hazard profiles, hazard loss, vulnerability, and risk assessment, the Steering Committee will identify mitigation goals that articulate the City's desire to protect people and structures, reduce the cost of disaster response and recovery, and minimize disruption to the community following a disaster.

ISC will prepare a Memorandum stating the identified Mitigation Goals and Objectives, as identified by the Steering Committee and schedule and conduct a meeting to review draft mitigation goals and objectives with the Steering Committee and the general public. ISC will solicit feedback to gain buy-in and consensus.

Information revealed in the hazard profiles, and loss estimation will be used to develop clear mitigation goals. ISC will host the planning meeting and review the results of the previous risk assessment planning process that outlined the hazard profiles with details on the causes of hazards, the likelihood of occurrence, the potential severity, and the extent of areas affected. ISC will review the loss estimation dollar amount of damages for hazard events, as well as related economic information like business interruptions and revenue losses.

4.3: Develop Implementation Strategy

The implementation strategy identifies how the City proposes to achieve its mitigation goals and objectives. The mitigation action implementation strategy will redefine, identify, and confirm mitigation actions, partners, resources, and schedules.

This Implementation Strategy will also cover potential funding sources. The sources will be described and include a website link for further information.

ISC will prepare a draft Mitigation Implementation Strategy for review by the Steering Committee. Once reviewed, ISC will incorporate changes to the newly created Mitigation Implementation Strategy.



Task 5: Draft Hazard Mitigation Plan

The ISC Team will write a complete final draft of the 2020 LHMP Update for the City. The plan will include a risk assessment and mitigation strategy as well as a process for maintaining the plan so that it continues to be a useful document for the rapidly growing and urbanizing communities. Although ISC will largely complete the analyses and compilation of the plan, the City will exercise the final decision regarding the outcome of the plan and will be responsible for any additional updates. ISC will deliver final drafts to the City officials and relevant stakeholders. These deliverables will integrate with the business flow at the City and be compliant with federal, state, and local regulations.

5.1: LHMP Update Monitoring & Evaluation

The project team will prepare a draft of the City's LHMP Update that will document the mitigation planning process and address the elements required by 44 CFR 201.6(d)(3) and CPG 101.

ISC will assemble information, comments, and reports from the previous tasks. Informational databases, graphics, and maps will also be included in the final plan to visualize the geographic, functional, or systematic relationship between the loss estimation and the mitigation activity chosen. ISC will support the implementation strategy and overall LHMP Update by a set of plan maintenance and updating procedures for the City. The Plan Maintenance section, included in the final report, will ensure that the document continues to be viable and is compliant with both state and federal directives.

Best Practice #7

ISC leverages our library of compliance metric tools to allow clients to validate their plans against federal, state, and industry requirements, include DMA 2000. Our data-driven assessment gives emergency management professionals the opportunity to systematically & comprehensively evaluate compliance.

In order to meet DMA 2000 requirements, the document will include a description of the planning process; a definition of the planning area identifying who was involved in the process, how they were involved, and methods of public participation that were employed; and a detailed description of the decision-making and prioritization process. ISC will print the draft plan and distribute the copies to the Steering Committee for review.

The Steering Committee will meet to review the LHMP Update draft. ISC will also review the final revisions from the Steering Committee.

ISC will incorporate all the Committee's final revisions and will submit the plan to the City officials within two weeks after the receipt of final review comments (we can provide printed, electronic, or both formats). ISC will then submit copies of the final draft to Cal OES for approval. Upon State approval, ISC will submit the City's LHMP Update to FEMA. When approved by FEMA, the City Project Lead will present the plan before the City leadership for formal adoption.

5.2: Incorporate into Pre-existing Planning Mechanisms

ISC will work in concert with the CPT to incorporate the LHMP Update into existing planning mechanisms. We will consider community development plans, local capital improvement budgets, floodplain management plans, emergency management doctrine, and other planning mechanisms that are relevant to each community's hazard mitigation strategy.

5.3: Submission to Cal OES & FEMA

After FEMA indicates the City's LHMP Update is approvable pending adoption (APA), ISC will assist in preparing the plan to be adopted by the City, with copies of the adoption resolutions provided to the State and FEMA by the City and ISC. Upon completion of this project and finalization of the proposed deliverable, the Project Manager will provide a "Project Close-Out" report. This report will incorporate the final "Monthly Status of Accomplishments and Costs" report information, summarize this project effort,



and recommend improved methodologies for future initiatives of a similar nature. The report will be submitted as draft copies to the City Project Lead within 45 days of completion of the project.

Optional Tasks

Annual Update and Maintenance Workshop: ISC will offer, at no cost, to organize and facilitate the “Annual Update and Maintenance Workshop” for the City following the first year of the approved plan. ISC will assist in maintaining the plan upon its completion and minimize the need for a major revision once the plan is set to expire in five years.

Launch Odysseus™ Enterprise: Odysseus™ is ISC’s proprietary cloud-based system that offers a suite of tools and systems designed and dedicated to the efficient management of comprehensive preparedness efforts.



Odysseus™ features the unique characteristic of providing standardization and flexibility and concurrently utilizes a suite of applications to promote increased participation and collaboration, analyze risks, conduct exercises, and facilitate training. This union of technological and programmatic features greatly increases the preparedness capabilities by efficiently and effectively enabling emergency preparedness organizations to design, develop, maintain, and continually improve programs and operations throughout the preparedness, response, recovery, and mitigation/protection phases.

Strategy for Managing invoices billed against the monies approved of in the FEMA awarded Grant.

The ISC Project Manager will provide invoices to the designated City representative(s), which can be sent either by deliverable or monthly. To ensure the Region meets all compliance and reporting requirements, the ISC Team will maintain detailed records of work and expenditures and submit financial and contract performance reports following the grant reporting schedule.

ISC will work with the City Project Lead to coordinate the Steering Committee with this core group is important to ensure support of the planning process and implementation once the plan is completed. The Steering Committee will further coordinate with community groups and organizations; regional, state, and federal government representatives; businesses; elected officials; academic officials; and individuals from neighboring jurisdictions.



*Invoices & Quarterly
Grant Reporting*

Proposer must also list any resources, City assistance, or other items expected to be provided by City (computer, office/work space, etc.)

ISC expects the City to provide the following resources and assistance:

- Use of City facilities for all on-site planning meetings and workshops at no cost to ISC
- Necessary audio-visual materials
- An electronic version (preferably .docx format) of the *2013 City of San Fernando Local Hazard Mitigation Plan*



*Proposer may additionally itemize those services which are further required in the servicing of the project but not noted in the aforementioned paragraphs as requirements. Proposers will title this section as **ADDITIONAL SERVICES**.*

For consistency, ISC provides information regarding our additional services in **Appendix B: Additional Services**.

***Project Controls:** Describe the firm's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within project budget; to monitor and review schedule and describe strategies used to complete the project on schedule.*

The ISC Project Manager will provide a "Project Status Report" to the designated City representative(s) at the agreed-upon interval (typically biweekly or monthly). The Report will include a summary of accomplishments by task, project progress assessment, major deliverables for the reporting period, a summary of the tasks due during the next reporting period, any foreseeable project risks and solutions, and financial status for individual tasks as well as the overall project budget.



Project Status Reports

Describe the firm's QA/QC (Quality Control/Quality Assurance) processes that will be followed during the term of this agreement. Describe the method of ensuring high quality product.

As earlier noted, at project initiation, identified and potential risks will be recognized to anticipate and manage, as far as possible, the potential impacts of the project, including reporting all risks. Each time a new risk is detected, it shall be managed (identified, assessed, etc.) by the Project Manager or designee. Preventive and corrective treatment will be implemented to reduce the severity and probability of the occurrence of these risks.

ISC's Quality Assurance Plan (QAP) defines the organization and the methodology used for all ISC project engagements. The QAP: 1) Identifies processes that will be applied to assure quality; 2) Defines roles and responsibilities to ensure a successful, timely project with deliverables on time; 3) Provides the indicators to allow appropriate decisions and tracks/reports progress; 4) Describes software management practices: procedures, rules, and applicable methods for the project; and, 5) Outlines documentation management/delivery.



Quality Assurance & Control



G. Integration Plan

Based on our previous experience, we recognize that a project of this magnitude will require multiple meetings and extensive coordination. We also recognize that City staff has many other commitments beyond this project. To minimize the workload of the CPT, our Team is prepared to carry the bulk of the work. We anticipate that the primary role of the City will be to:

- Work with the ISC team in identifying and coordinating with key stakeholders
 - Once stakeholders are identified, ISC will schedule, coordinate, and facilitate the meetings with approval from City staff.
 - All reporting and meeting minutes will be done by the ISC team.
 - The ISC team will request assistance from the CPT to coordinate meeting rooms and access
- Facilitate access to resources and documents requested by the ISC Team. These may include:
 - GIS data
 - Key reports and studies
 - Additional data and information
- Reserve final decision-making authority
 - ISC recognizes that CPT will have final decision-making authority and will readily accept their feedback.
- Review and provide feedback on draft and final draft documents
 - ISC will conduct the bulk of the work but will look to the CPT and stakeholder members to provide meaningful feedback.



Attachment B: Proposal Registration Form

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ATTACHMENT "B"**CITY OF SAN FERNANDO****PROPOSAL REGISTRATION FORM****Project: – Local Hazard Mitigation Plan Consultation Services****Date to be submitted by: 2 PM on February 27, 2020**

All Proposers intending to submit proposals must immediately complete this form and fax it to the City of San Fernando, CA-Attn: Martin Pastucha, Public Works Department-
FAX (818) 361-6728.

Proposers failing to comply with this requirement will not receive addendums that might be issued which could affect the proposal being submitted.

Firm/Company Name	Integrated Solutions Consulting, Inc.
Address	633 West Fifth Street 26th and 28th Floors
City and State	Los Angeles, CA
Phone	949-522-5667
Fax	877-684-0557
Email	mike.hooper@i-s-consulting.com
Contact Person (Name & Title)	Mike Hooper, EMT, MEP, Senior Consultant
Date	02/26/2020



Attachment C: Statement of Compliance Form

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ATTACHMENT "C"**CITY OF SAN FERNANDO****STATEMENT OF COMPLIANCE FORM**

Instructions: Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign one, and only one of the declarations stated below and remit as part of your Proposal as Attachment A.

No Exceptions.

The undersigned declares that the Proposal submitted by (Name of Firm/Company)

Integrated Solutions Consulting, Inc. to provide the services as described in the RFP was prepared in strict compliance with the instructions, conditions, and terms listed in the RFP, Scope of Services and Purchase Order Terms and Conditions with no exceptions taken.


Signature:  Date: 02/26/2020

Printed Name and Title: Daniel Martin, Ph.D., CEM, CFM, Principal

Exceptions.

By signing below, the Proposer acknowledges that the Proposal submitted by (Name of Firm/Company)

Integrated Solutions Consulting, Inc. has been prepared in consideration of and with exception to some of the terms of the RFP, Scope of Services and Purchase Order Terms and Conditions. By signing below, the Proposer declares that the Proposal includes a statement that identifies each item to which the Proposer is taking exception or is recommending change, includes the suggested rewording of the contractual obligations or suggested change in the RFP, and identifies the reasons for submitting the proposed exception or change. The City reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

Signature:  Date: 02/26/2020

Printed Name and Title: Daniel Martin, Ph.D., CEM, CFM

[Attach a separate sheet(s) detailing each exception being taken]



Appendix A: Personnel Resumes

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Daiko Abe, MS, CFM

Principal



As a consultant for Integrated Solutions Consulting (ISC), Mr. Abe has excelled in providing comprehensive all-hazard services in all phases of emergency management. Mr. Abe has worked on a wide variety of disaster and emergency management projects for communities across the nation to include Miami-Dade, Chicago, Kansas City, and San Francisco. Clients have continuously recognized Mr. Abe for his professionalism, dedication, and work ethic. His aptitude and professionalism have resulted in developing regional recovery and administrative strategies, hazard mitigation plans, evacuation strategies, and a wide variety of other emergency management projects that have been recognized by the client, respective states, FEMA region and FEMA HQ.

As a former communications director and government/legislative affairs specialist, Mr. Abe has experience shaping and influencing policy at all levels of government; media relations; public outreach and education; crisis management support services; and grant writing and administration. He has experience as a coordinator and facilitator and has organized numerous workshops and training sessions. Mr. Abe received a master's degree in Emergency Management and is currently pursuing a Ph.D. in the same field of study.

RELEVANT EXPERIENCE

- Phoenix Region, AZ Phoenix UASI Strategic Plan; Project Manager and Planner; Arizona; 2018
- Teton County, ID Facility-Specific EAPs; Project Manager; Idaho; 2018
- Franklin County, OH Hazard Mitigation Plan; Lead Planner and Project Manager; Ohio; 2017-2018
- Hamilton County, OH Hazard Mitigation Plan; Lead Planner and Project Manager; Ohio; 2017-2018
- Royal Oak, MI Hazard Mitigation Plan; Lead Planner and Project Manager; Michigan; 2017-2018
- FEMA HQ Catastrophic Emergent Behavior Planning; Planner; Washington, D.C.; 2016-2017
- Oakland County, MI Hazard Mitigation Plan; Lead Planner; Michigan; 2017
- Carter County, TN Hazard Mitigation Plan; Project Manager; Tennessee; 2017
- Hardin County, IA Hazard Mitigation Plan; Project Manager; New York; 2016
- Miami-Dade County Evacuation and Behavior Study; Project Manager; Miami, FL; 2016
- Hazard Mitigation Plan; Project Manager; Teton County, ID; 2016
- Kansas City Region Community Service Provider/Functional & Access Needs Technical Assistance; Planner/SME; Kansas City Region; 2016
- Coolidge Dam BIA Emergency Action Plan; Lead Planner; Arizona; 2015
- Oglala Sioux Tribe BIA Dam Emergency Action Plans; Lead Planner; South Dakota; 2015
- Active Shooter/Assailant Interactive Course and Storyboard Development; Developer/Planner; Oakland County, MI; 2015
- Waukesha County, WI Hazard Mitigation Plan; Planner; Waukesha, WI; 2015
- Hazard Mitigation Plan; Project Manager; Fremont County, ID; 2015
- Threat and Hazard Identification & Risk Assessment Update; Planner; Miami-Dade County, FL; 2014-2015
- Regional Emergency Support Function (ESF 8) and Regional Healthcare Coordination Plan; Project Manager; Kansas City Region; 2014
- Statewide Hospital Hazard Vulnerability Analysis; Planner; Illinois; 2014
- Lower Two Medicine Dam BIA Emergency Action Plan; Lead Planner; Montana; 2014
- Four Horns Dam BIA Emergency Action Plan; Planner; Montana; 2014
- Ambrose Dam BIA Emergency Action Plan; Lead Planner; South Dakota; 2014
- Miami-Dade County Emergency Preparedness Study; Project Manager; Miami, FL; 2014
- Flathead Indian Reservation – BIA Emergency Action Plan (14 Dams); Lead Planner; Montana; 2014

EXPERIENCE

- 12 Years Professional
- 9 Years Emergency Management

EDUCATION/CERTIFICATIONS

- Ph.D., Emergency Management (in progress)
- MS, Emergency Management
- BA, Communications
- Certified Floodplain Manager (CFM)

AREAS OF EXPERTISE

- Comprehensive Emergency Management Planning
- Long-term Recovery Planning
- Technical Writing
- Hazard Mitigation Grant Programs
- Project Management

SECURITY

- Public Trust (2020)

Daiko Abe, MS, CFM

Principal



- Navajo Nation – Charley Day Dam BIA Emergency Action Plan; Lead Planner; Arizona; 2013-2014
- Apache Nation – BIA Dam Emergency Action Plan – San Carlos, AZ; Lead Planner; Arizona; 2013
- Santa Monica All Hazard Mitigation Plan; Project Manager; Santa Monica, CA; 2013
- Kansas City Regional Coordination Plan; Project Manager; Kansas City Region; 2013
- Kansas City Regional Recovery Strategy; Planner; Kansas City Region; 2013
- Tribal Hazard Response Plan; Project Manager; NW United States; 2012-2013
- Kansas City Regional Evacuation Plan; Senior Consultant and Project Manager; Kansas City Region; 2012
- Minnesota Region Hazard Identification & Risk Assessment and CIKR Assessment; Planner; South Florida; 2012
- South Florida Threat and Hazard Identification & Risk Assessment and CIKR Assessment; Planner; South Florida; 2012
- Threat and Hazard Identification & Risk Assessment; Senior Consultant and Lead Planner; Miami-Dade County, FL; 2011-2012
- Teton County Emergency Operations Plan (EOP) Update; Project Manager; Teton County, ID; 2012
- Teton County Continuity of Government (COG) and Operations Plan (COOP); Project Manager; Teton County, ID; 2012
- Bonneville County Emergency Operations Plan (EOP) Update; Project Manager; Bonneville County, ID; 2012
- Madison County Emergency Operations Plan (EOP) Update; Project Manager; Madison County, ID; 2012
- Jefferson County Emergency Operations Plan (EOP) Update; Project Manager; Jefferson County, ID; 2012
- Jefferson County Debris Management Annex; Project Manager; Jefferson County, ID; 2012
- Lemhi County Emergency Operations Plan (EOP) Update; Project Manager; Lemhi County, ID; 2012
- Custer County Emergency Operations Plan (EOP) Update; Project Manager; Custer County, ID; 2012
- Custer County Mass Fatality Plan; Project Manager; Custer County, ID; 2012
- NE Idaho Emergency Operations Center (EOC) Go-Kit Development; Project Manager; Eight (8) counties in NE Idaho; 2011
- Kansas City Emergency Pet Services Plan; Lead Planner; Kansas City, MO; 2011
- NE Idaho Regional Coordination Plan - Evacuation & Mass Care Annexes; Project Manager; 2010
- MN Region 2 Critical Infrastructure & Key Resources; Senior Consultant; Minnesota; 2009-2010
- DuPage County Tornado Hazard-Specific Plan; Senior Consultant; DuPage County, IL; April 2010 – June 2010
- DuPage County Emergency Operations Center Management Plan; Senior Consultant; DuPage County, IL; February 2010 – April 2010
- DuPage County Emergency Public Information Plan Development; Senior Consultant and Lead Planner & Architect; DuPage County, IL; May 2009 – August 2009
- DuPage County Continuity of Government & Continuity of Operations Planning; Senior Consultant; DuPage County, IL; 2009
- DuPage County Emergency Operations & Mitigation Planning; Senior Consultant; DuPage County, IL; 2008
- Chicago Pandemic Influenza Planning & Response; Senior Consultant; Chicago, IL; May 2008 – July 2008

PUBLICATIONS:

Martin, D., Abe, D., & Kemp, M. (2013). *Integrated THIRA & Regional CIKR Assessment*. White Paper.

Yoon, D. K., Youngs, G. A., & Abe, D. N. (2012). Examining Factors Contributing to the Development of FEMA-Approved Hazard Mitigation Plans. *Journal of Homeland Security and Emergency Management*, (9)2.

Abe, D. N. & Russell, T. (2011). Enhancing Decision-Making in a Crisis Environment. *IAEM Bulletin*, 6-15.

Current Major Research Initiatives:

Vulnerability Analyses: Mr. Abe is currently undertaking multiple research initiatives to identify the social, physical, political, and environmental factors contributing to community and organizational vulnerability in times of disaster.

Capability Analyses: Mr. Abe is currently undertaking multiple research initiatives to understand why mitigation, preparedness, and disaster recovery strategies and program policies are oftentimes met with great resistance by local and State governments and jurisdictions. These studies will provide an in-depth analysis of the social, economic, and political factors, as it relates specifically to capacity/capability, that influence the adoption and implementation of disaster policies and practices. The purpose of these studies is to identify practical solutions and explanations that can further improve buy-in to federal disaster policies, programs, and standards throughout all phases of emergency management.

Daiko Abe, MS, CFM

Principal



Research Skills & Experience:

Mr. Abe has taken advanced graduate-level courses in the specialized areas of qualitative methods and survey research. Specifically, Mr. Abe has research experience and technical skills in document analysis, in-depth interviewing, and focus group moderation and analysis.

These technical skills, namely interviewing and focus groups, were initially developed and applied professionally as a communications director and public relations specialist but have since been refined and focused toward conducting and validating research in the specialized area of emergency management.

CERTIFICATIONS & COURSES

- Institution Review Board Certified
- IS-235b: Emergency Planning
- IS-700.a: National Incident Management System (NIMS)
- IS-00630: Introduction to the Public Assistance Process
- IS-00631: Public Assistance Operation I
- IS-702: NIMS Public Information Systems
- IS-393: Introduction to Hazard Mitigation
- IS-244: Managing Volunteers
- IS-288: Role of Voluntary Agencies
- IS-806: ESF 6 – Mass Care
- IS-821: Critical Infrastructure and Key Resources
- IS-870: Dam Sector Crisis Mgt
- Protected Critical Information Infrastructure (PCII) Authorized User
- FEMA's Community Emergency Response Team Program (CERT) Training Certification
- Advanced Grant Proposal Writing, Certificate of Completion, Eastern Idaho Technical College

PROFESSIONAL ORGANIZATION INVOLVEMENT

- IAEM Member
- ASFPM Member
- Natural Hazard Mitigation Association (NHMA) Member
- Board Member for the Foundation of Comprehensive Emergency Management Research

Mike Hooper, EMT, MEP

Project Manager



Qualifications and Expertise

Mr. Mike Hooper is a senior homeland security and emergency management professional with over 15 years of experience. His experience includes successfully conducting a myriad of homeland security and emergency management related training and exercise events, in jurisdictions across the United States, at the federal, state, territorial, and local levels. These events have included hurricane preparedness exercises for FEMA Regions III & VI; advanced analytic trainings for State and Regional Fusion Centers as a part of the Terrorism Prevention Exercise Program (TPEP); and multiple statewide, multi-day, complex prevention, response, and recovery exercises, for agencies, departments, education, jurisdictions, and the private sector across the US in support of the National Exercise Division (NED) Regional Exercise Support Program (RESP). Mike has extensive experience designing and developing active shooter and rescue task force exercises, having designed, developed, and conducted more than 50+ active shooter training and exercise events in the last five years.

Project Experience

Lead Planner, FEMA National Exercise Divisions (NED), National Exercise Program (NEP)

- Supported the design, delivery, and conduct for multiple Active Shooter & Complex Coordinated Terrorist Attack (CCTA) exercises, in jurisdictions across the US. This included the 2017 Knoxville-Knox County CCTA Tabletop Exercise; the 2018 University of Tennessee Active Shooter Full-Scale Exercise; the 2017 Orange County Operational Area CCTA Functional Exercise; and the 2018 Orange County Operational Area CCTA Recovery Tabletop Exercise. For each of these exercise events Mike facilitated planning and pre-exercise briefings and discussion, provided oversight on the development of exercise materials, contributed to exercise scenarios, served as a controller/evaluator, and drafted key elements of the follow on After-Action Reports (AARs).

Role, Portland Area Capabilities Exercise (PACE) Setter Series

- The PACE Setter 2013 Regional FSE was a three-day FSE conducted at multiple venues throughout the Portland, OR, region. The FSE included both field operations and Emergency Operations Center/Multi-Agency Coordination System (EOC/MACS) operations. The PACE Setter 2013 Regional FSE was conducted concurrently to the 2013 Washington State Annual Bioterrorism Exercise (WASBE). For this exercise, Mike served as the Lead Controller & Evaluator for the regional MAC-G group, implementing MAC-G injects, coordinating evaluator placement and data collection, and developing the Regional MAC-G After-Action Report.

New York State (NYS) Metropolitan Transportation Authority (MTA), First Line of Defense Training Program

- Mike served as the overall Program Manager and corporate oversight for the vendor team implementing the "First Line of Defense" training program for the New York State Metropolitan Transit Authority (MTA). Mike oversaw the design, development, and delivery of an advanced emergency-preparedness training course, directed at line-level employees (though delivered to all 26,000 employees) at facilities across the MTA enterprise, throughout the New York metro-region.

Napa County, CA, Multi-Site Active Shooter Full-Scale Exercise

- Mike led the vendor team contracted to develop a multi-site, one day active shooter full-scale exercise. For this event, and in conjunction with relevant subject matter experts, Mike led the review and assessment of potential scenario attack sites; developed exercise specific maps; coordinated the use of volunteer actors and local Community Emergency Response Teams (CERTS); and helped the county expand its preliminary Rescue Task Force policy. This expansion was accomplished primarily through the use of in-exercise training, proof of concept drills (conducted within the purview of the FSE), and a pre-exercise analysis of the county policy.

Anaheim/Santa Ana Urban Areas Security Initiative (ASAUASI), 2017-2018 Active Shooter Exercise Series.

- Led the design, facilitation, development, preparation, implementation and conduct of seven active shooter FSEs, for each LE mutual aid region within the Orange County Area.

EDUCATION/CERTIFICATIONS

- BA, History, Azusa Pacific University
- Naval Postgraduate School (NPS), Center for Homeland Defense and Security Learning
- Master Exercise Practitioner (MEP)
- Homeland Security Exercise and Evaluation Program (HSEEP) Train-the-Trainer
- HazMat First Responder
- Incident Command/NIMS 100/200/700
- Critical Infrastructure Protection, Transportation Security
- Terrorism Prevention Exercise Program (TPEP) Train-the-Trainer
- Emergency Medical Technician – Basic EMT-B

HIGHLIGHTS

✓

Mike Hooper, EMT, MEP

Project Manager



- Mike provided exercise design subject matter expertise, to assist sponsoring agencies in constructing active shooter drills that specifically exercised the plans, training, and capabilities of participating agencies. This included assessing each drill/exercise venue, in consultation with the planning teams and SMEs, to ensure each drill presented unique variables and scenario elements. Mike also led the preparation for each exercise, directing assembly of drill staff and SMEs, assisted in the coordination of all logistics, and ensured safety and volunteer protocols, were in place for each exercise.

FEMA Terrorism Prevention Exercise Program (TPEP)

- From 2010-2012, Mike served as an Exercise Lead Planner and Training Facilitator supporting the Federal Emergency Management Agency (FEMA), National Exercise Division (NED), Terrorism Prevention Exercise Program (TPEP). In this role, Mike was responsible for the design and development of multiple intelligence-based, terrorism prevention exercises, for state and major urban area Fusion and intelligence Centers across the US. This included a 60-day, real-time intelligence Functional Exercise for the Colorado Information Analysis Center (CIAC), the scope of which included exercise activity across the entire State of Colorado.

FEMA National Exercise Division, Regional Support Program.

- As an Exercise Lead Planner supporting the Regional Exercise Support Program (RESP), developed and supported multiple response and recovery exercises, of all levels and types (discussion-& operations-based), for jurisdictions of all sizes throughout the U.S, including FEMA Regions III & VI, the States of South Carolina, California, and Virginia, and the territory of the U.S. Virgin Islands.

National Passenger Railroad Corporation (Amtrak), Security Exercise Program.

- In conjunction with local, regional, and corporate stakeholders, designed and developed multiple active shooter and facility emergency action plan exercises for the National Passenger Railroad Corporation at train and transit center stations, including Los Angeles, CA, Union Station; the Fullerton, CA, Transit Center; the New Orleans, LA, Union Passenger Terminal; and the San Antonio, TX, Amtrak Station

Santa Clara County, Department of Public Health (SCC PHD), 2018 Statewide Health & Medical Exercise Series.

- Facilitator and Lead Evaluator for the SCC PHD's participation in the annual Statewide Health & Medical Exercise, which examined the County, which includes the City of San Jose and the Silicon Valley region, and its health and medical partners' coordinated response to an influenza-like illness (ILI). For the exercise series, Mike facilitated laboratory and Skilled Nursing Facility participants, during the Tabletop Exercise component of the Statewide exercise. In the follow-on Functional Exercise, Mike served as the lead evaluator for the SCC PHD Department Operation Center (DOC) which was activated to coordinate response operations and resources both throughout the county, and with State and Federal partners.

2019 State of Wisconsin, Department of Health, Office of Preparedness & Emergency Healthcare (OPEC) Coalition Surge Test (CST) Exercise Series

- Supported the State of Wisconsin, Department of Health in the administration and implementation of the Coalition Surge Test program, for all seven Healthcare Emergency Preparedness Coalition (HERC) regions. In support of this program, led planning meetings for multiple HERC regions; developed CST exercise materials, including briefings, injects, and evaluation tools; and served as Assessment Team Leader, facilitating timed exercises at individual Hospital/Healthcare Facilities, across the state of Wisconsin.

Lee Rosenberg, CEM

Professional Summary

Lee Rosenberg is the owner and managing director of Navigating Preparedness Associates, a disabled veteran business enterprise. As leader of the company, he provides comprehensive emergency preparedness services to industry. With more than 30 years of experience in national security, homeland security and emergency management, Mr. Rosenberg has broad and deep knowledge of practical application of government policy in these areas. He has a special focus on response operations and NIMS/SEMS training.

Mr. Rosenberg led the URS Corporation's Oakland environmental service department and West Coast emergency preparedness practice from 2006 to 2014. In addition, he served as a Federal Coordinating Officer for FEMA Region IX from 2004 to 2006 where he provided support to states for numerous presidentially declared disasters. Prior to working for FEMA, Mr. Rosenberg completed a 30-year career in the Navy during which he served as the commanding officer of a destroyer and as the commander of a large amphibious assault craft base. He is a combat veteran of Operation Desert Storm and retired as a Captain.

Expertise

- Over 30 years of operational response experience
- Hazard mitigation plan development and updates
- Risk analysis and hazard assessments
- Interagency and multi-stakeholder facilitation and coordination
- Comprehensive emergency preparedness programs for government and industry
- Emergency preparedness training and HSEEP compliant exercises
- Emergency operations planning and guidance development
- Continuity of operations planning

Relevant Experience:

2014 – Current: Owner and Managing Director, Navigating Preparedness Associates:

Cities of Artesia, Hawthorne and Lynwood, Local Hazard Mitigation Plans, 2019 – Current. Lead Planner

– Supporting development of three, small city, local hazard mitigation plans. The Hawthorne draft LHMP was recently reviewed by Cal OES and forwarded to FEMA Region IX with no substantive issues found in the Review Tool

Hermosa Beach, Hazard Mitigation Plan, Hermosa Beach, CA, 2017-2018. Lead Planner - Provided support to Constant & Associates to create the Hermosa Beach HMP. Facilitated planning team meetings, conducted hazard analysis and risk assessments, developed capabilities description, analyzed potential mitigation actions and developed priorities. Met the mandates of AB 2140 and SB 379. The HMP was found adoptable by FEMA RIX with minimal comments and adopted by the City Council in February 2018.

Tulare County, Multi-jurisdiction Hazard Mitigation Plan, Visalia, CA, 2016 – 2018. Project Manager - Led a team to update the Tulare County MHMP. Included innovative data analysis and GIS products. The updated HMP included eight cities, the Tulare County Office of Education and the Tule River Indian Tribe. Met the mandates of AB 2140 and SB 379. Found adoptable by FEMA RIX with minimal comments and adopted by the County Board in March 2018.

San Francisco Bay Water Emergency Transportation Authority (WETA), Hazard Mitigation Plan Update, San Francisco, CA, 2016 – 2017. Project Manager - Led a multi-disciplinary team to create a unique HMP for WETA. As a State mandated emergency transportation authority and a transit operator, WETA provides ferry service throughout the Bay Area. The LHMP involved close coordination with four Operational Areas and several cities. The HMP was adopted by the WETA board in May 2017.

City of Pittsburg, CA Local Hazard Mitigation Plan, Pittsburg, CA, 2016 – 2017. Lead Planner - Led a team to complete the Pittsburg LHMP. Took over the project due to resignation of the prime contractor's staff. Quickly revised and delivered a new LHMP. The Plan was adopted by the City Council in April 2017

2008 – 2014: URS Corporation, Environmental Department Manager/West Coast Region Emergency Management Practice Area Leader:

Clark County, Nevada Multi-Jurisdiction Hazard Mitigation Plan, Las Vegas, NV, 2011 – 2012. Project Manager - Led a team that updated the Clark County MHMP. Included innovative data analysis and GIS products. Managed a complex group of stakeholders from four incorporated cities (including Las Vegas) and two special districts.

Ventura County Multi-Jurisdiction Hazard Mitigation Plan, Ventura County, CA, 2010 – 2011. Project Manager - As project manager supported to create an award-winning plan. The 2010 Ventura County Hazard Mitigation Plan was recognized as the Best Emergency Preparedness Plan by the Ventura County Emergency Coordinators Council.

2004 – 2006: FEMA RIX, Disaster Response Operations, Federal Coordinating Officer: Missouri and Nebraska Spring Floods, FEMA Region VII, Kansas City, MO, 2007:

Served as the Senior Federal Official designated by the President with Disaster Recovery Manager Authority to execute the full range of Stafford Act recovery programs for a combined total of 5 disasters in Missouri and Nebraska.

1976 – 2006: Captain, U.S. Navy:

US Navy, Deputy Chief of Staff, Plans and Exercises Division, US Coast Guard Pacific Area, 2004 - 2006:

Directed a joint team of twenty US Coast Guard and US Navy personnel in development of key operational and policy guidance for conduct of maritime operations in support of the Global War on Terrorism for the Pacific region. Directed promulgation and validation of all Pacific Area US Coast Guard Continuity of Operations Plans. Served as the key point of contact to DOD for Coast Guard development of joint operational plans.

Professional Affiliations

- International Association of Emergency Managers
- California Emergency Services Association

Education and Certifications

- Certified Emergency Manager, International Association of Emergency Managers, 2015
- Northwestern University, Master of Engineering Management

Sarah Fox, MPH

Planner



Mrs. Sarah Fox is a Senior Consultant with Integrated Solutions Consulting (ISC). She has expertise in several areas of the Emergency Management and Public Health fields, including evacuation, mitigation, response and recovery operations, and after-action reviews. Mrs. Fox is an accomplished facilitator and seasoned project manager, with experience leading large teams to successfully complete large-scale disaster efforts.

She has served as a planner, subject matter expert, evaluator, and team lead on a wide variety of government projects. Mrs. Fox has a breadth of experience at varying levels of government, including local, state, and federal agencies. She has worked as an Evacuation Planner at the City of New Orleans, as a Hazard Mitigation Grants Specialist at the South Carolina Emergency Management Division, and for four years at the Federal Emergency Management Agency (FEMA). While at FEMA, Mrs. Fox worked both as a Mitigation Planner and Region IV's Continuous Improvement Program Coordinator, facilitating conversations between senior leaders to address the Agency's most pressing issues.

Her enthusiasm for and knowledge of the professions of emergency management and public health have enabled her to participate in several professional organizations and emergency management groups. Mrs. Fox holds a Bachelor of Arts in Geography and a Master of Public Health (MPH) in Disaster Management from the Tulane School of Public Health and Tropical Medicine. Senior officials have recognized her for her extensive knowledge of the field of emergency management as well as relevant programs, regulations, policies, and disaster operational practices.

RELEVANT EXPERIENCE

Planning & Coordination:

- Mrs. Fox has a myriad of all hazards, comprehensive emergency planning experience. Her planning experience includes continuity of operations, strategic operational response, post-disaster recovery, catastrophic, evacuation, shelter and housing operations, hazard mitigation, public health preparedness, pandemic influenza planning, and many more operational topics.

Disaster Recovery:

- Mrs. Fox has served as SME on numerous recovery projects and working groups supporting FEMA Recovery Programs.

Hazard Mitigation:

- Mrs. Fox was previously a Hazard Mitigation Planner for FEMA Region IV and was the lead FEMA mitigation planner for the states of Tennessee and South Carolina. Sarah also managed the Hazard Mitigation Grant Program (HMGP) for DR-4166 as an employee of the State of South Carolina.

Response:

- Mrs. Fox has deployed to dozens of federally declared disasters including Hurricane Matthew, Hurricane Irma, Hurricane Maria, and California Wildfires. Senior client officials have recognized Sarah as an innovative problem solver that is dedicated to the operational mission.

EXPERIENCE

- 8 Years Professional
- 6 Years Emergency Management

EDUCATION/CERTIFICATIONS

- MPH, Disaster Management
- BA, Geography

AREAS OF EXPERTISE

- After Action Reviews
- Process Improvement
- Hazard Mitigation Assistance Grants
- Hazard Mitigation Planning
- Evacuation Planning
- Medical Needs in Disasters
- Local, State, and Tribal Relations

SECURITY

- Public Trust (2015)

Cassandra L. Wolff, MS, CBCP

GIS/HAZUS Analyst



Ms. Cassandra L. Wolff is a graduate of the University of Tennessee, Knoxville where she received a Bachelor of Arts degree in Geography and Cartography with an emphasis in emergency management. She earned her Master of Science degree in Executive Leadership at Champlain College and is now pursuing her PhD in Emergency Management from Capella University. Her career in emergency management started as a geospatial intelligence analyst and intern for an all hazards resiliency team supporting the Department of Defense out of the Pentagon. It was during this time that Cassandra decided to broaden the focus of her career from GIS and Cartography to include emergency and crisis management. Cassandra is a fifth-generation public safety and emergency management professional so to her this is not a job, it is a passion, and her lifelong career. Cassandra has developed Hazard Mitigation Plans (HMPs), Continuity of Operations (COOP) Plans, Emergency Operations Plans (EOPs) and Business Continuity Plans (BCPs) for government and private sector agencies and organizations across the United States.

Cassandra has completed FEMA HAZUS training and certification at the professional and practitioner levels, and she is slated to officially be recognized this March as one of approximately 100 FEMA certified HAZUS Practitioners in the world. Cassandra has completed Floodplain Management training and will soon complete the Floodplain Manager certification exam. As part of her skillset in emergency and crisis management and planning Cassandra facilitates workshops and exercises across the spectrum of emergency management disciplines using the Homeland Security Exercise and Evaluation Program (HSEEP) guidelines. Cassandra uses her passion for emergency management, her outgoing personality, and her knowledge of emergency management when working on-site with clients and when supporting them remotely to ensure that all ISC's clients walk away with an HMP, COOP, EOP and/or a BCP plan that are real world and functional in design.

RELEVANT EXPERIENCE

Exercise & Training:

- Ms. Wolff has written and conducted tabletop and functional exercises at the County and State level. She has written and delivered course curriculum for Higher Edu. Preparedness and planning.

Planning & Coordination:

- Ms. Wolff has a myriad of all hazards, comprehensive emergency planning experience for local, county, tribal, state, and private industry clients.

Emergency Response:

- Ms. Wolff has experience as a first responder at the local level and has supported major sporting events as a medical care giver and planner.

Hazard Mitigation:

- Ms. Wolff was the project manager for numerous rural, tribal, urban and state-level hazard mitigation planning efforts where she uses her extensive GIS skill set to maximize the real-world abilities of a plan.

HAZUS-MH:

- Ms. Wolff is a FEMA certified HAZUS-MH analyst and ESRI GIS analyst who will soon be one of approx. 100 FEMA certified HAZUS Practitioners in the world.

EXPERIENCE

- 5 Years Professional
- 3 Years Emergency Management

EDUCATION/CERTIFICATIONS

- Ph.D., Emergency Management, Capella University (in progress)
- MS, Executive Leadership, Champlain College
- BA, Geography and Cartography, University of Tennessee
- Homeland Security Exercise Evaluation Program (HSEEP)-certified
- Certified Business Continuity Professional (CBCP)

AREAS OF EXPERTISE

- Geospatial Intelligence Analysis
- HAZUS Certified
- ESRI Certified
- Hazard Mitigation Planning
- Hazard Vulnerability Assessments
- Government and Business Continuity Planning

SECURITY

- Department of Defense Secret (Interim)

Appendix B: Additional Services

Odysseus™ is ISC's proprietary cloud-based system that offers a suite of tools and systems designed and dedicated to the efficient management of comprehensive preparedness efforts. Odysseus™ features the unique characteristic of providing standardization and flexibility and concurrently utilizes a suite of applications to promote increased participation and collaboration, analyze risks, conduct exercises, and facilitate training. This union of technological and programmatic features greatly increases the preparedness capabilities by efficiently and effectively enabling emergency preparedness organizations to design, develop, maintain, and continually improve programs and operations throughout the preparedness, response, recovery, and mitigation/protection phases. Odysseus™ is comprised of the following:



KNOWLEDGE MANAGEMENT SYSTEM

KMS

The core of the Odysseus™ platform, the Knowledge Management System (KMS), gives planners an online tool dedicated to the development and maintenance of programs, plans, policies, and guidance while offering standardization and flexibility.

COMPLIANCE & PERFORMANCE METRICS

CPM

The Odysseus™ Compliance & Performance Metric Tool (CPM) offers users with data-driven assessments that systematically evaluate the compliance and/or performance of various governmental and industry-recognized programs and standards.

ASSESSMENT & ANALYSIS TOOL

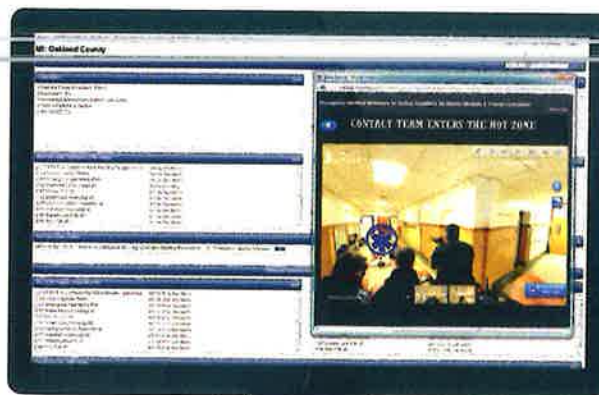
AAT

The Odysseus™ Assessment & Analysis Tool (AAT) allows user administrators to generate customized assessments that can be used to evaluate and track the performance and progress of their programs and initiatives based on your metrics and measurements.

COMPUTER-BASED TRAINING SIMULATOR

CBT

Odysseus™ Computer-Based Training (CBT) system offers users with ready-to-use or customized computer-based training modules to aid in your organization's knowledge transfer and retention. Odysseus CBT comes with the Training, Exercise, and Management System (TEAM), which serves as your learning management platform to access and manage education, training, and exercising for your organization. Courses can utilize the Simulator (IES) to create an interactive, real-life simulation to enhance learning.



The Odysseus™ System has been used by numerous clients across the nation to support its mitigation planning and program efforts. Some of the specific benefits offered include:



In-Kind Match Strategy

The Odysseus™ enterprise provides a robust tool to not only facilitate the planning process but to also document your planning committee's time participating in the development of the plan. Odysseus™ can provide analytical reports of each committee member's time in the system reviewing the plan, collaborating with committee members, and participating in the various mitigation planning tools offered by the system. This participation is shared in the Committee Management Tool and reported in a format that is consistent with FEMA's quarterly reporting requirement.

The Odysseus™ system tracks everyone's time collaborating in the planning process and presents this information in a format that allows for easy reporting of the community's In-Kind Match requirement.

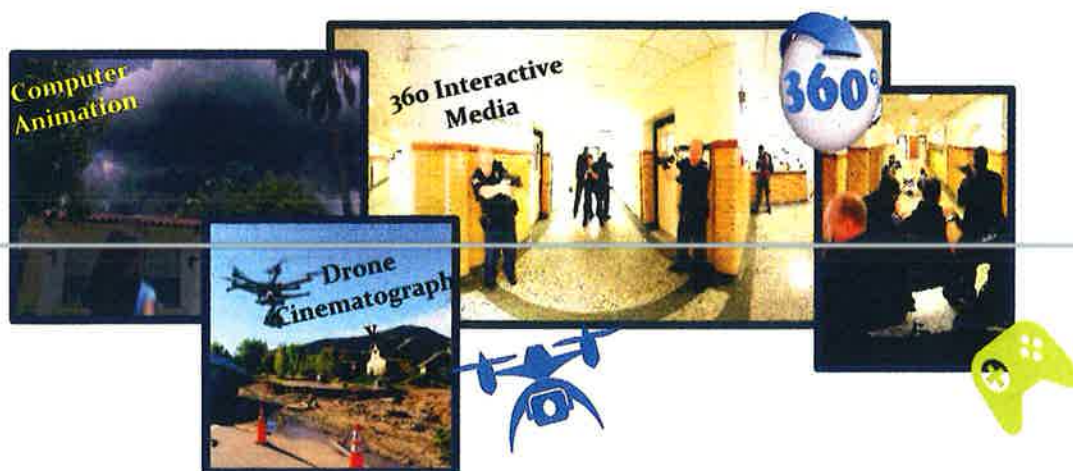
The Odysseus™ system allows committee members and stakeholders to engage in the planning process with computer-based participation modules. The Committee Manager Tool provides a central repository for collaborating throughout the planning process.

Committee Management Tool

In today's environment of fiscal conservativeness, limited availability of resources, and the necessity to balance competing demands, it is imperative that the engagement of assigned work groups and key stakeholders is efficient and effective. The Odysseus™ Committee Management Tool can document the planning process, provide a method of on-going committee collaboration, offer an archival repository of planning meeting minutes and information, and ensure the active participation of committee members and key stakeholders throughout the lifecycle of the Hazard Mitigation planning process.

The CMT provides a central platform for committees to upload files, prepare governance, document planning meetings, and provide a forum to foster collaboration and information sharing.

Events are automatically emailed to the committee and group members in a format that is compatible with MS Outlook, Google, and other calendar products.



Interactive Participation Module

Odysseus™ customized interactive mitigation planning participation module allows committee members and stakeholders to learn about the mitigation process and provide real-time feedback and input in the plan development. Data analytics track and document your team's participation in the planning process.



Community Survey Instrument

The Odyssey™ system provides customized community survey instruments that allow your community to provide input in the planning process. More importantly, the community survey instrument provides and inform your community's mitigation actions.

FEMA Mitigation Compliance Tool

Odyssey™ has a library of metric compliance tools that allow users to validate their plans against federal, state, and industry requirements to include DMA 2000. The Odyssey™ Compliance Metric Tools are a data-driven, assessment that allows preparedness professionals the ability to evaluate the compliance to various governmental and industry-recognized programs systematically.

Drone Technology Integration

Incorporating UAV aerial analysis offers a new perspective on existing hazard risks and potential hazard mitigation actions. Aerial imagery analysis and software modeling of high hazard areas, disaster-stricken communities, and vital infrastructure assets can be incorporated into the City's HMP. It is important to obtain an FAA-certificated (licensed) UAV/remote pilot and to ensure all flights are conducted per 14 CFR part 107. UAV tasks include:

- ✓ Aerial flyover
- ✓ Flight registration and COA filing
- ✓ Data and flight log
- ✓ Flight safety check
- ✓ Flyover
- ✓ Aerial Imagery Analysis & Software Modeling
- ✓ Integrate drone mapping with Hazard Risk Analysis and Mitigation Plan

Community Vulnerability, Risk, and Resilience (CVR2) Reporting

The CVR2 process is a scientific and patented method developed by ISC for analyzing hazard risk. Each hazard is evaluated based on the probability of a hazard occurring, the potential magnitude of the hazard, and potential impacts using the CVR2 process. The CVR2 hazard assessment also provides consideration to the community's efforts to mitigate and build capacity to manage each hazard threat. The CVR2 hazard risk analysis incorporates the outputs provided by the vulnerability and capability/capacity indices to provide an overall hazard risk score that can be prioritized. The following table identifies the indicators and measurements, describes why these are important, and presents the key used to evaluate each indicator.

Building off the theoretical finding that disasters are not isolated events, the CVR2 process analyzes a series of vulnerability indices to evaluate the different types of impacts that may be possible by the hazard. Categories are areas of potential vulnerability, for example, social vulnerability. This is further evaluated based on a series of scientific indicators such as special population types such as the elderly. Each indicator is assessed to provide a complete picture of the potential impact that each hazard poses on the community. The following table identifies the indicators and measurements, describes why these are important, and presents the key used to evaluate each indicator.

The output of the CVR2 Model is a prioritized indication of planning risk considerations and dashboard analytics that can be incorporated into the community's comprehensive preparedness efforts, providing a foundation that will increase programmatic efficiency, operational effectiveness, and a unified common operational picture. The CVR2 assessment system is a culmination of over 100 years of emergency and disaster management knowledge and incorporates this intelligence into a user-friendly, web-based [POINT AND CLICK] platform. The robust and user-friendly interface of the CVR2 assessment system allows for easy and efficient updates as the community changes and tracking of its hazard vulnerabilities.

Integrated Solutions Consulting, Inc. (ISC) is a professional services firm focused on developing and implementing comprehensive crisis and consequence management solutions. We are recognized as innovative problem solvers, dedicated to the profession of emergency management and proficient in the disciplines that support it. As recipients of the Dun & Bradstreet Top Supplier Performance Rating for reliability, cost, order accuracy, timeliness, quality, business relations, personnel, customer support, and responsiveness, ISC proudly offers your community over 775+ years of experience, technical expertise, and unparalleled performance.



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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Martin Pastucha, Interim Director of Public Works

Date: April 20, 2020

Subject: Consideration to Approve a Use and Maintenance Agreement with the Los Angeles County Flood Control District for Use of Storm Drains Associated with the San Fernando Regional Infiltration Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Use and Maintenance Agreement (UMA) (Attachment "A" – Contract No. 1950) with the Los Angeles County Flood Control District (LACFCD) allowing the City to connect to existing LACFCD storm drains as part of the San Fernando Regional Infiltration Project and requiring the City to perform specified maintenance on the storm drain connection; and
- b. Authorize the City Manager to execute the UMA, and make any non-substantive changes.

BACKGROUND:

1. On August 21, 2017, City Council accepted and appropriated \$425,000 in grant funds awarded by the State Water Resources Control Board and \$130,000 in funding from the Los Angeles Department of Water and Power (LADWP) for the San Fernando Regional Park Project – Planning Phase.
2. On April 16, 2018, City Council awarded a contract to CWE for design services for the San Fernando Regional Park Infiltration Project.
3. On April 15, 2019, CWE submitted an application to LACFCD to obtain a connection permit, necessary for the construction of the Infiltration Project, to connect diversion systems to two LACFCD owned and maintained storm drains.
4. On March 12, 2020, the City received the UMA from LACFCD.

Consideration to Approve a Use and Maintenance Agreement with the Los Angeles County Flood Control District for Use of Storm Drains Associated with the San Fernando Regional Infiltration Project
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ANALYSIS:

The objective of the San Fernando Regional Park Infiltration Project (Project) is to capture urban runoff from 942 acres of land (760 acres of which are within the City) from storm drain pipes and divert the runoff for pre-treatment, convey it to a subsurface storage system, then release it for infiltration into the ground. Infiltration is a process by which water on the ground surface enters and enables the soil to naturally filter the pollutants found in urban runoff. This process greatly reduces the volume and pollutant load reaching downstream water bodies through storm drain systems, by instead diverting captured runoff to recharge groundwater.

In order to capture and divert the urban runoff, the project design calls for the installation of diversion systems that will be connected to two storm drains owned and maintained by LACFCD (BI-7001 and BI-0256 on First Street and on Glenoaks Boulevard, respectively). For the City to connect to the LACFCD owned storm drains, LACFCD requires a connection permit prior to construction. The consultant, CWE, has nearly completed the 100% design plans for the project and the City is actively seeking additional funding to be able to move forward with construction.

The connection permit is also needed prior to the submission of 100% design plans to the State Water Resources Control Board (Waterboards) and is a requirement of the Prop. 1 Funding Agreement. The process for obtaining a connection permit includes an engineering review of the Project along with entering into a UMA. The engineering review has been completed for the Project and involved a multi-department review facilitated by LACFCD to confirm that the proposed improvements are engineered properly and in line with LACFCD guidelines.

Use and Maintenance Agreement

The UMA documents maintenance responsibility for the proposed improvements on the existing LACFCD storm drains. The UMA identifies the City as the responsible party for maintaining the diversion systems to be installed on the LACFCD storm drains as part of the Project, along with 50 feet of pipe both upstream and downstream. The UMA also identifies various reporting requirements. Further, the UMA is a legal document that must be approved by the City prior to being approved by the Los Angeles County Board of Supervisors. The connection permit will be issued once the UMA is finalized and an agreement is reached between both parties. The following are the more pertinent aspects of the UMA:

- The City has to prepare an operation and maintenance manual (O&M Manual) describing the operation, maintenance, and inspection practices, required regulatory permits, procedures and standards for diversion systems being constructed.
- The City cannot begin any work authorized by the permit until it has submitted a draft of the O&M Manual to the LACFCD and the LACFCD has approved the draft (Submitted March 19, 2020).

Consideration to Approve a Use and Maintenance Agreement with the Los Angeles County Flood Control District for Use of Storm Drains Associated with the San Fernando Regional Infiltration Project

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- After the Project is completed, the City is responsible for the operation, maintenance, and repair of improvements made.
- LACFCD is not responsible for any costs associated with the operation and maintenance of the improvements, including but not limited to, any costs related to repairs and/or replacement of components.
- Term of agreement is 50 years.

Project Funding

The Project has an estimated total cost of \$12,801,200. The total cost consists of \$12.5 million for construction and \$301,200 to cover three years of O&M costs (estimated to be \$100,400 annually). The City has applied for two grants to obtain funding for the project. In December 2019, the City applied for \$3,600,000 in funding through the Prop. 1 Integrated Regional Water Management (IRWM) Implementation Grant Program as part of a group application coordinated by the Greater Los Angeles County Region (GLAC). The Prop. 1 IRWM Grant Programs is overseen by the California Department of Water Resources (DWR). In January 2020, the City was informed that its project had been advanced in the competitive process for receiving \$3.6 million in funding. The City should receive official notification of funding by June or July 2020.

In addition to the Prop 1 IRWM funding, the City applied for \$9,201,200 in grant funding through the Los Angeles County Safe Clean Water Program (Measure W Funds). If grant funding is approved, the City would receive \$3.1 million in Fiscal Year 20-21, \$5.7 million in Fiscal Year 21-22, and \$100,400 annually from Fiscal Year 22-23 through 24-25. This would provide the City the necessary funds to construct the Regional Infiltration Project and operate and maintain the system for the first three years.

Project Schedule

The following project schedule is based solely on securing the \$9.2 million in grant funding in a timely manner. That Measure W Funds Grant Review Committee process is currently on hold due to the Coronavirus outbreak.

MILESTONE	PROJECTED COMPLETION DATE
DESIGN	July 2020
PERMITTING	August 2020
AWARD OF CONSTRUCTION CONTRACT	October 2020
START CONSTRUCTION	March December 2021
COMPLETE CONSTRUCTION	February 2022

Consideration to Approve a Use and Maintenance Agreement with the Los Angeles County Flood Control District for Use of Storm Drains Associated with the San Fernando Regional Infiltration Project
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BUDGET IMPACT:

By entering into a UMA agreement with the LACFCD, this City becomes the responsible party for the maintenance and repair of two diversions systems that will be, as part of the Project, constructed and then connected to two LACFCD owned storm drains. The maintenance and repair cost commences the first year after project completion and is estimated to cost the City \$100,400 annually. An amount of \$301,200, the cost of maintenance and repair for three years, was programmed into the \$9,201,200 grant funding request the City made through the Safe Clean Water Program. Maintenance and repair costs after the initial three of the infiltration system being in operation will be covered by City's annual Measure W allotment, currently \$120,000, and water enterprise funds. Further, LADWP is partnering with the City on the Project and will benefit from the infiltration of water into their well field area and thus are very interested in seeing the project completed. Staff believes LADWP would be open to sharing some maintenance and repair costs of the infiltration system.

CONCLUSION:

It is recommended that City Council approve a Use and Maintenance Agreement with the Los Angeles County Flood Control District for the San Fernando Regional Park Infiltration Project and authorize the City Manager to execute the agreement.

ATTACHMENT:

A. Contract No. 1950 - Use and Maintenance Agreement

**ATTACHMENT “A”
CONTRACT NO. 1950**

AGREEMENT No. _____
PROJECT 7001, 256
THIRD DISTRICT

USE AND MAINTENANCE AGREEMENT

This USE AND MAINTENANCE AGREEMENT (hereinafter referred to as AGREEMENT), is made and entered by and between the Los Angeles County Flood Control District, a body corporate and politic (hereinafter referred to as DISTRICT), and City of San Fernando, a municipal corporation (hereinafter referred to as CITY). DISTRICT and CITY are collectively referred to as PARTIES.

RECITALS

WHEREAS, CITY proposes to construct the San Fernando Regional Park Infiltration Project (hereinafter referred to as PROJECT); to treat and reuse incoming stormwater and urban runoff to enhance water quality and local water supplies;

WHEREAS, DISTRICT owns and operates storm drains known as Project 7001 and Project 256, hereinafter collectively referred to as DISTRICT FACILITIES, located in public streets known as First Street and Glenoaks Boulevard, respectively;

WHEREAS, the following portions of the PROJECT (hereinafter referred to as IMPROVEMENTS), depicted in Exhibit A, are proposed to be located within DISTRICT FACILITIES:

- A diversion structure in Project 7001, Station 8+50
- A diversion structure in Project 256, Station 6+00

WHEREAS, the DISTRICT will issue permit number FCDP2019000195, (hereinafter referred to as PERMIT), upon execution of this AGREEMENT to the CITY for construction of the IMPROVEMENTS;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES agree as follows:

SECTION 1: Authorized Use

- 1.1. The CITY is authorized and permitted to use the DISTRICT FACILITIES for the construction, operation, maintenance, and repair of the IMPROVEMENTS in accordance with the terms and conditions of this

AGREEMENT and PERMIT. Any other use of the DISTRICT FACILITIES or any portion thereof by the CITY is expressly prohibited.

- 1.2. The CITY's use of the DISTRICT FACILITIES in connection with the PROJECT shall be nonexclusive and shall be subordinate to the uses of the DISTRICT FACILITIES by the DISTRICT, and the CITY's use of the DISTRICT FACILITIES shall at no time interfere with the DISTRICT's use of the DISTRICT FACILITIES or the DISTRICT's use of its adjacent property.
- 1.3. This AGREEMENT is valid only to the extent of the DISTRICT's jurisdiction. The CITY shall be responsible for the acquisition of permits required by other affected agencies or agencies with regulatory jurisdiction over the PROJECT, and the consent of any underlying fee owners, as applicable, hereinafter collectively referred to as THIRD-PARTY APPROVALS. The CITY shall be responsible for all costs associated with obtaining and complying with the requirements and conditions of all THIRD-PARTY APPROVALS, including, by way of example, permit fees and compensatory mitigation expenses.

SECTION 2: Construction and Implementation of PROJECT

- 2.1. The CITY understands and acknowledges that it is required to comply with the California Environmental Quality Act (hereinafter referred to as CEQA) prior to implementing the PROJECT and that the CITY shall be the lead agency with respect to any and all CEQA compliance related to the PROJECT. In addition to its other indemnification obligations as specified below, the CITY hereby agrees to indemnify, defend, and hold harmless the DISTRICT and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the PROJECT that may be asserted by a third party or public agency alleging violations of CEQA or the CEQA Guidelines.
- 2.2. Upon completion of the construction of the PROJECT, the CITY shall provide to the DISTRICT a complete set of the as-built plans for the PROJECT in an electronic format. In addition, the CITY shall provide shapefiles for all maps depicting the PROJECT.

SECTION 3: Operation and Maintenance of IMPROVEMENTS

- 3.1. The CITY shall prepare an operation and maintenance manual (hereinafter referred to as O&M MANUAL) describing the operation, maintenance, and

inspection practices, required regulatory permits, procedures and standards for the PROJECT components located on property of the DISTRICT, including maintenance schedules, identification of any specialty maintenance service providers, equipment usage, and a maintenance log sheet.

- 3.1.1. The CITY shall not commence any work authorized by this permit until it has submitted a draft of the O&M MANUAL to the DISTRICT and the DISTRICT has approved the draft.
- 3.1.2. The DISTRICT shall provide the CITY with comments on the draft O&M MANUAL within forty-five (45) days of submittal.
- 3.1.3. The CITY shall incorporate any and all reasonable comments submitted by the DISTRICT and shall deliver a final version of the O&M MANUAL to the DISTRICT prior to completion of work authorized by this permit. If the PARTIES cannot agree as to whether the DISTRICT's comments shall be incorporated, the PARTIES shall meet and confer in good faith to resolve such disagreement.
- 3.1.4. The work authorized by this permit shall not be deemed complete until the CITY has delivered the final version of the O&M MANUAL to the DISTRICT as described above.

3.2. Discharges from the PROJECT

- 3.2.1 The CITY shall not discharge any non-stormwater from the PROJECT to the DISTRICT FACILITIES or to any other storm drain owned or operated by the DISTRICT unless authorized by a permit to do so from the State Water Resources Control Board, the Los Angeles Regional Water Quality Control Board (Regional Board), or express written permission from the Executive Officer of the Regional Board. The CITY shall provide a copy of any such permit or express written permission to the DISTRICT prior to discharging any non-stormwater from the PROJECT to the DISTRICT FACILITIES or to any other storm drains owned or operated by the DISTRICT.
- 3.2.2 The DISTRICT shall establish notification and monitoring requirements for discharges from the PROJECT to the DISTRICT FACILITIES or to any other storm drains owned or operated by the DISTRICT and shall notify CITY of these requirements in writing not later than the date DISTRICT provides the CITY with comments on

the draft O&M MANUAL and the CITY shall comply with the requirements described in the written notice from the DISTRICT.

- 3.2.3. The DISTRICT may periodically update or revise the notification and monitoring requirements described in subsection 3.2.2 as the DISTRICT deems necessary to address changes in its MS4 Permit or other regulatory requirements or its operational requirements. The DISTRICT shall provide written notice to the CITY of any updated or revised requirements and the CITY shall comply with the updated or revised requirements immediately upon receipt of the written notice from the DISTRICT.
- 3.3. The CITY shall, upon completion of construction, be responsible for the operation, maintenance, and repair of the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the provisions of the O&M MANUAL.
- 3.4. The DISTRICT shall not be responsible for any costs associated with the operation and maintenance of the IMPROVEMENTS, including but not limited to, any costs related to repairs and/or replacement of components and obtaining, complying with and renewing as necessary all required regulatory permits.
- 3.5. The CITY shall operate and maintain the IMPROVEMENTS in a safe, clean, and orderly condition, and in compliance with the O&M MANUAL and all applicable Federal and State laws, local ordinances (including the Los Angeles County Flood Control District Code) and applicable regulatory permits.
- 3.6. The CITY shall be responsible to inspect the IMPROVEMENTS and clear any obstructions, sediment, or debris that may interfere with the proper functioning of the DISTRICT FACILITIES, including upstream and downstream of all connections to the DISTRICT FACILITIES (100 feet for open channels and 50 feet for covered storm drains, from ends of connections in both directions). The CITY shall take appropriate measures to make sure sediment does not enter the DISTRICT FACILITIES from the PROJECT.
- 3.7. The CITY shall provide the DISTRICT with 24-hour contact information for person(s) responsible for the operation and maintenance activities related to the IMPROVEMENTS. The DISTRICT shall provide the CITY with 24-hour contact information for person(s) responsible for maintaining the DISTRICT FACILITIES.

- 3.8. The CITY shall coordinate and communicate with the DISTRICT in regard to operation, maintenance, and repair activities related to the IMPROVEMENTS.
- 3.8.1. The CITY shall notify the DISTRICT a minimum of thirty (30) days in advance of any major (nonroutine) proposed maintenance activities related to the IMPROVEMENTS; provided, however, that in the event the CITY becomes aware of the need to perform any such maintenance activities less than thirty (30) days from the date it proposes to perform said activities, it shall notify the DISTRICT immediately upon determining to perform the activities.
- 3.8.2. The CITY shall notify the DISTRICT a minimum of forty-eight (48) hours in advance of accessing the DISTRICT FACILITIES to perform any routine maintenance activities related to the IMPROVEMENTS including trash removal, routine cleaning, and minor repairs.
- 3.8.3. The CITY shall provide the DISTRICT with an annual summary report of its operations and maintenance of the IMPROVEMENTS and status of all related regulatory permits. The contents of the summary report shall include at a minimum the following information:
- a. Name of PROJECT;
 - b. Location description;
 - c. Project contact information;
 - d. Description of the PROJECT and its function and direct impact to the DISTRICT FACILITIES and/or other DISTRICT right of way;
 - e. Summary of operations within the reporting year, from July 1st to June 30th of the following year, type of activities (i.e. routine, nonroutine, and emergency), date and time of activities, and description of work performed;
 - f. Summary of major repairs completed, including but not limited to, type of repairs, location of repairs, pre- and post-repair photographs, date and time of repairs;
 - g. Summary of public inquiries and complaints related to the PROJECT and the CITY'S response;
 - h. Summary of volume captured or discharged from PROJECT;

- i. Status of any regulatory permits affecting the operation or maintenance of the IMPROVEMENTS;
- j. Status of any specialty contractor agreements required for ongoing maintenance and repairs of the IMPROVEMENTS;

3.8.4. The annual summary report shall be mailed to the following address by July 30th each year:

Attention: Area Engineer
Los Angeles County Flood Control District
Los Angeles County Public Works
Stormwater Maintenance Division – Hansen Yard
10179 Glenoaks Blvd
Sun Valley, CA 913525

- 3.9. The DISTRICT shall coordinate and communicate with the CITY regarding any maintenance activities by the DISTRICT related to the DISTRICT FACILITIES that may impact the IMPROVEMENTS.
- 3.10. If the CITY fails to perform any maintenance activities as provided for in this AGREEMENT in a timely manner, the DISTRICT reserves the right to remedy any such maintenance deficiency that the DISTRICT determines impairs the functioning of the DISTRICT FACILITIES or the DISTRICT's flood protection activities. However, prior to taking any action to remedy any such maintenance deficiency, the DISTRICT shall provide written notice to the CITY of the deficiency. If the CITY fails to correct the deficiency within thirty-five (35) days from the date of the notice or such longer period as the DISTRICT, in its sole discretion may agree to, the DISTRICT shall thereafter be entitled to correct the deficiency. Notwithstanding the foregoing, if the DISTRICT determines that immediate remedial action is required to prevent or mitigate a dangerous condition, the DISTRICT shall be entitled to implement the remedial action(s) after giving the CITY as much notice as the DISTRICT determines is feasible under the circumstances. If the DISTRICT takes any remedial action pursuant to this Section, it shall prepare and send to the CITY an invoice for all work undertaken by the DISTRICT to remedy any maintenance deficiency, and the CITY shall, within thirty (30) days from the receipt of the invoice, reimburse the DISTRICT for all costs and expenses reasonably incurred by the DISTRICT to remedy said deficiency.
- 3.11. The CITY shall be responsible for all community relations related to the PROJECT, including responding to public inquiries, complaints, etc. The

DISTRICT shall forward to the CITY any community relations, public inquiries, complaints, etc., related to the PROJECT.

SECTION 4: Term

- 4.1. The term of this AGREEMENT shall be for fifty (50) years (Initial Term), subject to the DISTRICT's right to terminate the CITY'S use as provided for in Section 5 in this AGREEMENT.
- 4.2. This AGREEMENT shall expire at the end of the Initial Term provided; however, the Chief Engineer of the DISTRICT or his designee may extend the term of this AGREEMENT, beyond the Initial Term, up to ten (10) years, subject to such terms and conditions as they deem appropriate, upon receipt of a written request from the CITY, no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 5: Termination of AGREEMENT

- 5.1. The DISTRICT shall have the right to terminate this AGREEMENT by giving the CITY at least one hundred twenty (120) days prior written notice, under the following conditions:
 - 5.1.1. The DISTRICT proposes a project for flood control, water conservation and/or any other use or purpose authorized by the Los Angeles County Flood Control Act; and
 - 5.1.2. The DISTRICT determines, in good faith, that the IMPROVEMENTS or any portion thereof, would be substantially incompatible with the DISTRICT's proposed project; and
 - 5.1.3. The DISTRICT has notified the CITY of the basis for the DISTRICT'S determination that a substantial incompatibility will exist and has provided the CITY with a reasonable opportunity to propose modifications to the IMPROVEMENTS that will eliminate the incompatibility; and
 - 5.1.4. After consideration of any such modifications proposed by the CITY, the DISTRICT, in its sole but reasonable discretion, determines not to incorporate any such modifications or determines that, notwithstanding any such modifications, a substantial incompatibility would still exist.

- 5.2. The DISTRICT shall have the right to terminate this AGREEMENT in the event the CITY breaches any term or condition of this AGREEMENT and fails to cure such breach or breaches within a reasonable amount of time up to a maximum of one hundred twenty (120) days from the date the DISTRICT provides written notice of said breach or breaches to the CITY. Upon receipt of a written notice of breach, the CITY shall, within thirty (30) days of the date of the written notice, send the DISTRICT a written response describing the corrective measures that the CITY proposes to implement. The PARTIES shall thereafter promptly meet and confer, in good faith, to reach agreement on the corrective measures. The CITY shall not implement any corrective measure until it has been approved and agreed upon by the DISTRICT.
- 5.3. The DISTRICT shall have the right to terminate this AGREEMENT if construction of the PROJECT has not been completed within five (5) years from the date this AGREEMENT is fully executed.
- 5.4. The DISTRICT shall have the right to suspend or terminate this AGREEMENT in the DISTRICT's sole discretion, in the event the DISTRICT determines, in good faith, that it is necessary for the DISTRICT to enter and take exclusive possession of the DISTRICT FACILITIES or any portion thereof, in order to respond to an emergency as defined in Public Contract Code Section 1102.
- 5.5. The CITY shall have the right to terminate this AGREEMENT for any reason, by giving the DISTRICT at least sixty (60) days prior written notice, subject to the CITY's obligation to remove the IMPROVEMENTS described in Section 6, below.

SECTION 6: Removal of IMPROVEMENTS and Restoration of the DISTRICT FACILITIES

- 6.1. Upon termination of this AGREEMENT, the DISTRICT may, in its sole discretion, provide a written notice to the CITY to remove all or any portion of the IMPROVEMENTS, and to restore the DISTRICT FACILITIES to a condition similar to or better than that which existed on the effective date of this AGREEMENT (including sealing off all connections between PROJECT and DISTRICT FACILITIES). If the DISTRICT provides such notice, the CITY shall comply with said notice within a reasonable time, but in no event exceeding one hundred eighty (180) days from the date of the notice or such longer period as the DISTRICT may in its sole discretion agree to.
- 6.2. Prior to commencing the removal of any IMPROVEMENTS within the DISTRICT FACILITIES, the CITY shall apply for and obtain a permit for the

removal activities from the County of Los Angeles Public Works, Land Development Division, Permits and Subdivisions Section, and shall also apply for and obtain any and all other necessary local, State, and Federal permits applicable to the removal of the IMPROVEMENTS.

- 6.3. If the CITY fails to comply with the DISTRICT's notice referred to in subsection 6.1, the DISTRICT may, in its sole discretion, remove any or all IMPROVEMENTS referenced in the DISTRICT's notice to the CITY.
- 6.4. If the DISTRICT removes any IMPROVEMENTS pursuant to subsection 6.3, the DISTRICT shall submit a billing invoice to the CITY indicating the costs and expenses reasonably incurred by the DISTRICT in connection with the removal of the IMPROVEMENTS and the CITY shall reimburse the DISTRICT all such costs and expenses within thirty (30) days of the CITY's receipt of a billing invoice from the DISTRICT.

SECTION 7: Miscellaneous Provisions

- 7.1. Damage to DISTRICT FACILITIES or PROJECT
 - 7.1.1. If any components of the PROJECT are damaged by any negligent act or omission of the DISTRICT, the DISTRICT shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The DISTRICT shall be responsible for all costs related to these repairs and/or replacements.
 - 7.1.2. If any components of the DISTRICT FACILITIES are damaged by any negligent act or omission of the CITY (including its consultants and contractors), the CITY shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The CITY shall be responsible for all costs related to these repairs and/or replacements.
- 7.2. The DISTRICT shall not be responsible for the expense of any relocation, alteration, or modification of the PROJECT, or any portion thereof.
- 7.3. Indemnification, Release, and Insurance.
 - 7.3.1. The CITY shall indemnify, defend, and hold harmless the DISTRICT, the County of Los Angeles, and their respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including without limitation, reasonable attorney fees and costs of litigation, arising out of or in any way connected to the construction, operation, maintenance,

repair, modification, or removal of the PROJECT, or any portion thereof, except to the extent caused by the negligence or willful misconduct of the DISTRICT, the County of Los Angeles, or their respective officers, employees or contractors.

- 7.3.2. The DISTRICT shall indemnify, defend, and hold harmless the CITY and its respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including without limitation, reasonable attorney fees and costs of litigation, arising out of or in any way connected to operation and maintenance of the DISTRICT FACILITIES exclusive of the IMPROVEMENTS, or any portion thereof, except to the extent caused by the negligence or willful misconduct of the CITY or its respective officers, employees or contractors.
- 7.3.3. The CITY releases the DISTRICT and waives all rights to damages for any loss, costs, or expenses the CITY may sustain as a result of any damage to, or destruction of, the PROJECT, or any portion thereof, attributable to flood or stormwaters, or any other runoff tributary to the DISTRICT FACILITIES, except to the extent such damages are caused by the negligence or willful misconduct of the DISTRICT or its officers, employees or contractors.
- 7.3.4. Without limiting the CITY's indemnification of the DISTRICT, the CITY shall procure and/or maintain, in full force and effect during the term of this AGREEMENT, insurance policies or a program of self-insurance providing for the following coverage related to the IMPROVEMENTS:
 - 7.3.4.1. Commercial general liability and property damage coverage with a combined single limit liability in the amount of not less than two million dollars (\$2,000,000) per occurrence.
 - 7.3.4.2. Worker's Compensation coverage 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 the DISTRICT and the CITY against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by, or any person retained by, the CITY in the course of carrying out the work or services contemplated in this AGREEMENT.

- 7.3.4.3. Automobile Liability Insurance: the CITY shall procure such policy with coverage of not less than one million dollars (\$1,000,000) per accident.
- 7.3.4.4. The County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insureds on all policies of liability insurance. The CITY shall furnish to the DISTRICT a Policy of Insurance evidencing the CITY'S insurance coverage no later than ten (10) working days after execution of the AGREEMENT. Upon renewal of said policy, the CITY shall furnish to the DISTRICT a Certificate evidencing the CITY's continued insurance coverage as required herein.
- 7.3.4.5. Should the CITY elect to comply with this section through a program of self-insurance, CITY shall provide, a Certificate of Self-Insurance to DISTRICT indicating limits of such self-insurance coverage that meet or exceed those stated herein.
- 7.4. Relationship of Parties. The Parties are and shall remain at all times as to each other wholly independent entities. No Party to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this AGREEMENT. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.
- 7.5. Binding Effect. This AGREEMENT shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this AGREEMENT without prior written consent of the other Party.
- 7.6. Amendment. The terms and provisions of this AGREEMENT may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.
- 7.7. Waiver. Waiver by any Party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other

provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT.

- 7.8. Governing Law. This AGREEMENT is made under and will be governed by the laws of the State of California. In the event of litigation between the Parties, venue in the state trial court shall lie exclusively in the County of Los Angeles.
- 7.9. No Presumption in Drafting. All Parties have been represented by legal counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language.
- 7.10. Severability. The provisions of this AGREEMENT are severable, and the invalidity, illegality or unenforceability of any provision of this AGREEMENT will not affect the validity or enforceability of any other provisions. If any provision of this AGREEMENT is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this AGREEMENT.
- 7.11. Counterparts. This AGREEMENT may be executed in counterparts, which together shall constitute the same and entire Agreement.
- 7.12. Administration. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this AGREEMENT on behalf of such Party.
- 7.13. Notices

Any correspondence, communication, or contact concerning this AGREEMENT, and all notices that are to be given or that may be given by PARTIES shall be directed to the following:

Los Angeles County Flood Control District
Los Angeles County Public Works
Stormwater Planning Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Assistant Deputy Director
Phone No.: (626) 458-4300
Fax: (626) 458-1526

Los Angeles County Flood Control District

Los Angeles County Public Works
Stormwater Maintenance Division, Annex Building Second Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Assistant Deputy Director
Phone No.: (626) 458-4145
Fax No.: (626) 458-4165

<City>

<Department>

<Address>

Attention: <List an appropriate title>

Phone No.: <phone number>

The PARTIES shall promptly notify each other of any change of the contact information specified in this Section, including personnel changes.

IN WITNESS WHEREOF, DISTRICT and CITY have caused this AGREEMENT to be executed by their respective duly authorized officers, by DISTRICT on _____, 2020; by CITY on _____, 2020.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
A body corporate and politic

By _____
Chief Engineer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

<CITY>

By _____
<name>, Mayor

APPROVED AS TO FORM:

By _____
<name>, City Attorney

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AGENDA REPORT

To: Vice Mayor Hector A. Pacheco and Councilmembers

From: Mayor Joel Fajardo

Date: April 20, 2020

Subject: Discussion of City's Actions Regarding Coronavirus Including Financial Assistance Programs and Funding Opportunities

RECOMMENDATION:

I have placed this on the agenda for City Council to discuss the City's response efforts and policy initiatives related to the COVID-19 pandemic and provide direction to staff, as appropriate.

ANALYSIS:

This discussion is meant to provide City Council and staff the opportunity to discuss all items related to the City's response efforts and policy initiatives related to the COVID-19 pandemic, including, but not limited to, discussion of a financial hardship program related to parking citations, towing, and other fees and fines and discussion of the CARES Act and other potential stimulus funding.

Parking Citation and Tow Data (March 16, 2020 through April 7, 2020).

Parking Citation:

- Total Parking Citations Issued: 602
- Residential Street Sweeping Citations: 455
- Street Sweeping Citation: \$55.00 (includes ticket processor charge of \$25.00 that cannot be waived)

Towing:

- Number of vehicles towed: 30
- Reason for tow:
 - Criminal arrest: 22
 - Recovered stolen vehicle: 1
 - Expired registration: 4 (all registrations were more than 6 months expired; oldest was expired for almost 6 years)
 - Hazard in the Roadway: 3
- City Charge: \$45.00 (all other fees are charged by the tow operator)

Discussion of City's Actions Regarding Coronavirus Including Financial Assistance Programs and Funding OpportunitiesPage 2 of 2

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Depending on the parameters of the program, a financial hardship program would result in a loss of revenue and a potential increase in expenditures.

ATTACHMENT:

- A. COVID-19 Financial Hardship Request Form
- B. Sample Support Letter for HR 6467

COVID-19 FINANCIAL HARDSHIP REQUEST

Street Sweeping Parking Citations

REQUIREMENTS

PURPOSE: The purpose of this request is to determine the qualifications for COVID-19 Financial Hardship for Street Sweeping Parking Citations issued after the City of San Fernando declared a local emergency on March 16, 2020. This only applies to citations issued between March 16, 2020 and April 20, 2020.

THE PROCESS: The request for a review and reduction of the fine, the citation must have been issued between March 16, 2020 and April 20, 2020. The City will only consider reducing one ticket per vehicle. Failure to request the review within 60 days of citation issuance, or failure to submit the required documents will end your right for this request. Information regarding this process is available 8:30 am to 5:00 pm, Monday through Thursday (except holidays), by calling (818) 898-1254 or email Police@sfcity.org. To qualify it must be COVID-19 related, including, but not limited to the following:

1. The registered/legal owner of the vehicle was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case of COVID-19;
2. The registered/legal owner of the vehicle experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or other government response; or
3. The registered/legal owner of the vehicle needed to miss work to care for a child whose school or daycare was closed in response to COVID-19.

For a review, you must complete the bottom portion of this form and return it to:

San Fernando Police Department – Administration Division
910 First Street, San Fernando, CA 91340

RESULTS: A review will be conducted within two (2) weeks (excluding weekends and holidays) after your request has been received by the San Fernando Police Department. The Supervisor that reviews the matter will provide a written reply to you. You may also call (818) 898-1254 for results of your review.

APPLICATION *To be Completed by the Vehicle's Registered or Legal Owner*

TODAY'S DATE		TIME	DATE OF CITATION		CITATION NO.
VEHICLE YEAR	VEHICLE MAKE	VEHICLE MODEL	LICENSE PLATE NO.	STATE	
PERSON REQUESTING FULL NAME					
ADDRESS		CITY	STATE & ZIP CODE		
PHONE NO.		EMAIL ADDRESS			
YOUR INTEREST IN VEHICLE <input type="checkbox"/> THE REGISTERED OWNER <input type="checkbox"/> THE LEGAL OWNER <input type="checkbox"/> OTHER (EXPLAIN):					

STATEMENT OF ALL OF THE FACTS THAT YOU WOULD LIKE CONSIDERED *Attach an additional page if necessary*

CERTIFICATION *I hereby certify that the information in this application is true and correct.*

NAME (PRINT)	SIGNATURE	DATE
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FOR OFFICE USE ONLY – DO NOT WRITE IN THIS AREA

DATE/TIME RECEIVED	RECEIVED BY	COMMENTS
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*** ON CITY LETTERHEAD ***

DATE

The Honorable XXXXXXXXXX
United States House of Representatives

ADDRESS

ADDRESS

Dear Representative XXXXX:

As the [title] for the [City/Town of _____], and as a member of the League of California Cities, I am writing to express support of H.R. 6467, the Coronavirus Community Relief Act and to urge you to cosponsor this bill. H.R. 6467 provides \$250 billion in direct aid from the federal government to local governments with a population of less than 500,000 as they face mounting challenges related to the global COVID-19 pandemic.

The scale of this global crisis is unprecedented, and so is the scope of the local government response. California cities of all sizes are coordinating across jurisdictional lines, enacting emergency measures to slow the spread of the coronavirus pandemic, taking action to protect individuals and small businesses on the economic margins, while spending such sums as necessary to protect public health.

[City/Town of _____] applauds Congress on the passage of the CARES Act, which provides financial assistance to meet the immediate needs of individuals and small businesses, as well as \$150 billion in direct aid to states and local governments with a population greater than 500,000 to help offset the news costs directly related to the pandemic. However, given the population threshold, only four of California's 482 cities will receive this much needed aid. H.R. 6467 creates a path for the other 99.2 percent of the California cities that were shut out of the CARES Act to receive direct federal aid.

The Coronavirus Community Relief Act also addresses some other gaps not covered by the CARES Act. The proposed bill allows units of local government to use allocated funds to cover losses. Section 601 of the CARES Act restricts use of funds to cover "necessary expenditures." Cities, towns, and villages will need federal assistance to persevere through the hardship resulting from rising costs and decreasing tax revenue and fees due to COVID-19. This change from the CARES Act will help local communities deal with revenue shortfalls that will happen as a result of the COVID-19 crisis.

[Insert a local example if warranted]

The Coronavirus Community Relief Act also provides the necessary flexibility on how allocated funds can be used. If one city needs more funds than it is allocated while another city does not need all of its allocated funds, funds can be reallocated among cities within a state to ensure funds are put their best use. This is a change from the CARES Act.

Finally, the Coronavirus Community Relief Act changes the rule regarding when a city, town, or village must certify in order to receive funds. Instead of placing a burdensome "shot clock" by

which cities, towns, and villages must apply, this legislation allows more time for an applicant to request funds. Smaller cities and towns are facing unprecedented challenges and could be facing layoffs. In this environment, a "shot clock" to apply puts unneeded pressure on smaller communities in crisis.

California's local leaders are on the frontlines of responding to the outbreak of the coronavirus (COVID-19) in their communities doing what is necessary to ensure the health and safety of their residents and will continue to be for some time. I urge you to support and cosponsor H.R. 6467 to ensure they have the resources to maintain the essential services their residents need, especially in this moment.

To co-sponsor the bill, please contact Bo Morris in the office of Rep. Joe Neguse at Bo.Morris@mail.house.gov.

Sincerely,

NAME

TITLE

CITY/TOWN of _____

Cc: Kristine Guerrero, League of California Cities, kguerrero@cacities.org

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: April 20, 2020

Subject: Discussion of City Council Priorities and the Proposed Fiscal Year 2020-2021 Budget Process

RECOMMENDATION:

It is recommended that the City Council:

- a. Review and discuss the fiscal year 2019-2020 City Council priorities;
- b. Discuss the proposed revisions to the fiscal year 2020-2021 Budget Process; and
- c. Provide direction as appropriate.

BACKGROUND:

1. As part of a typical budget development process, the City Council is asked to set Strategic Goals and Priorities for the upcoming fiscal year. The purpose of setting goals and priorities is to provide the City Manager with guidance for allocating funds in the City Manager's Proposed Budget.
2. City-wide Strategic Goals articulate long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. Strategic Goals tend to remain relatively stable over time. For Fiscal Year 2019-2020, City Council approved the following Strategic Goals:
 - a. Continue to stabilize the City's finances by maintaining a balanced budget, continuing to reduce the General Fund deficit, and preserving reserve balances in a number of critical funds, including, but not limited to, the General Fund, Self-Insurance Fund, and Equipment Replacement Fund.
 - b. Ensure regional rail projects servicing San Fernando do not create an undue hardship to the City's residents and businesses.

Discussion of Council Priorities and the Proposed Fiscal Year 2020-2021 Budget ProcessPage 2 of 4

- c. Pursue Economic Development opportunities to bolster the City's revenue and enhance the City of San Fernando's profile.
 - d. Increase capital expenditures to address critical infrastructure needs, including, but not limited to, addressing deferred maintenance of City streets, water and sewer systems, and sidewalks.
 - e. Increase the City's use of technology to work more efficiently, increase transparency for citizens and stakeholders, and provide enhanced customer service.
 - f. Offer top notch recreation programs through the Healthy San Fernando initiative and explore opportunities to expand sports programs.
 - g. Pursue grant funding that addresses a need and provides a net benefit to the City.
 - h. Continue to review and update the City's policies and procedures.
 - i. Explore opportunities for community and cultural programs.
 - j. Increase water conservation efforts, including, but not limited to, community outreach and implementation of water conservation programs.
3. City Council Priorities are specific short-term items that are reasonably achievable in the upcoming fiscal year. Priorities typically fit within City-wide Strategic Goals, but provide a more specific focus for the upcoming year.

ANALYSIS:

During a typical budget process, City Council would be asked to update the Strategic Goals and City Council Priorities in April. These Goals and Priorities provide guidance to the City Manager while developing the Proposed Budget. Unfortunately, due to the COVID-19 pandemic and locally declared emergency, fiscal year 2020-2021 will not be a typical budget process.

The entire nation is in the midst of an unprecedented economic shutdown to facilitate social distancing for all Americans and help slow the spread of COVID-19. Many local retailers, restaurants, manufactures and service providers are experiencing a significant loss of revenue, which in turn, impacts the City's tax base. The City's top revenue sources include Sales Tax (\$7.7 million), Business Tax (\$1.3 million), and Admission Tax from the swap meet (\$715,000), which are all generated from local business activity and will be directly impacted by the economic shutdown. Together, those three revenue sources account for approximately 47%, or \$9.7 million, of total General Fund revenue.

Discussion of Council Priorities and the Proposed Fiscal Year 2020-2021 Budget ProcessPage 3 of 4

Consequently, staff is estimating a revenue shortfall of \$1.5 - \$2 million for fiscal year 2020-2021, which assumes economic restrictions and social distancing orders will begin to be relaxed in early June. The shortfall may be larger if restrictions are extended. Although a portion this shortfall will be recognized in the current fiscal year, the City will need to take steps to address this shortfall, especially considering the General Fund's reserve is below the 20% target.

Staff has already taken steps to reduce expenditures in the current fiscal year, including a temporary hiring freeze on non-essential vacant positions, limiting overtime to critical functions and COVID-19 related activities, delaying General Fund funded capital projects, and restricting non-COVID-19 related purchases.

City Council Priorities.

The status for each priority that was included in the fiscal year 2019-2020 Adopted Budget has been updated along with the estimated timeline for completion (Attachment "A"). Although progress was made toward completing many City Council priorities, most Priorities are "On-hold due to COVID-19." It is recommended that current City Council Priorities are put on-hold temporarily until such time that the current economic and social distancing restrictions are relaxed and staff has an opportunity to fully determine the impact on revenue and service levels.

It is further recommended that the City Council Priority for fiscal year 2020-2021 is to support the current COVID-19 response effort and focus on community recovery as the nation emerges from this pandemic.

Fiscal Year 2020-2021 Budget Process.

The current Safer at Home Order has been extended through May 15, 2020 and economic and social distancing restrictions in some form are expected to be in effect through June. As previously noted, these restrictions are having a significant negative impact on the City's top tax revenues. The depth and breadth of the revenue impact is nearly impossible to determine at this time, which makes preparation of a budget through the normal budget process impractical. However, the City has a legal obligation to adopt a budget on or before July 20th per Section 2-648 of the San Fernando City Code.

Therefore, staff is proposing the following for the Fiscal Year 2020-2021 Budget process:

- a. The Proposed Budget will include updated personnel costs pursuant to current Memorandum of Understanding with all bargaining units.
- b. The Proposed Budget will NOT include any enhancements.
- c. The Proposed Budget will include a reduction in General Fund operating costs.
- d. The City Council will hold a Budget Study Session to review the Proposed Budget on Monday, June 1, 2020.

Discussion of Council Priorities and the Proposed Fiscal Year 2020-2021 Budget ProcessPage 4 of 4

- e. The City Council will hold a Public Hearing to adopt the Budget on Monday, June 15, 2020.
- f. The City Council will review the fiscal year 2020-2021 Adopted Budget in September/October and consider additional adjustments (i.e. reductions or enhancements) depending on the economic outlook and impact on the City's tax base.

This approach will allow the City to meet the legal obligation for adopting a budget and continue to operate until there is more certainty related to the impact of the current restrictions on the City's revenues. A more in-depth and meaningful budget review should be achievable in the Fall.

BUDGET IMPACT:

Discussion of City Council priorities and the fiscal year budget process is included in the City Manager and Finance Department annual work program. Should the City Council propose additional priorities, staff will determine the financial impact and provide that information to City Council at a Budget Study session for final direction prior to budget adoption.

CONCLUSION:

Staff recommends that City Council review and discuss the current Council priorities and approve the proposed revisions to the fiscal year 2020-2021 Budget process.

ATTACHMENT:

- A. Fiscal Year 2019-2020 City Council Priorities



CITY COUNCIL PRIORITIES

Status Review of City Council Priorities Fiscal Year 2019-2020

Description of Goal/Priority	Status	Timeline
1. Work to establish a Property-based Business Improvement District (PBID) .	Included in FY 2019-2020 Department Work Program (City Manager/ Community Development). Staff has met with Downtown Mall Association and is pivoting to work with the Mall Association to revitalize and work through the current BID organization. A revised MOU with the Mall Association will be presented to City Council in the summer.	On-hold due to COVID-19.
2. Develop a Traffic Calming Policy , including review of existing speed hump procedures.	Included in FY 2019-2020 Department Work Program (Police/Public Works). The City currently has a speed hump policy. Addressing traffic speeds citywide will require a multi-prong approach, including speed humps, bulb outs, and speed enforcement.	On-hold due to COVID-19.
3. Explore creation of a Rent Stabilization Program.	Included in FY 2019-2020 Department Work Program (Community Development). In October 2019, Governor Newsome signed statewide rent stabilization legislation. The City has also discussed partnering with the County of Los Angeles to implement a local rent stabilization ordinance.	On-hold due to COVID-19.
4. Develop comprehensive list of all deferred maintenance and needed infrastructure improvements.	Included in FY 2019-2020 Department Work Program (Public Works). The City has information on vehicle replacements, tree trimming maintenance, street light replacements, sewer/water main replacement and street pavement. A consultant will be needed to complete the facility study and consolidate the all information into one report.	On-hold due to COVID-19.

Status of City Council Priorities

Page 2 of 3

Description of Goal/Priority	Status	Timeline
5. Explore possibility of building a pedestrian bridge over the existing rail right-of-way connecting residents and businesses on 1st Street to the Downtown Area.	Staff will discuss this with Metro as part of the East San Fernando Valley Transit Corridor light rail construction project. Staff has been in regular contact with Metro regarding the EIR and Master Cooperative Agreement. This has been discussed as a possible mitigation measure.	To be discussed with Metro.
6. Implement LGBT initiatives from 2013/2014.		
7. Event to teach seniors to use Social Media and ride sharing/transit apps.	Included in FY 2019-2020 Department Work Program (Recreation and Community Services). Prior to closing the Las Palmas Park facility due to the COVID-19 pandemic, RCS staff had scheduled a social media class for seniors. It was cancelled due to COVID-19.	On-hold due to COVID-19.
8. Video recording of City Council meetings.	Included in FY 2019-2020 Department Work Program (Administration). The City has purchased the Town Hall Streaming software and video equipment to livestream and record City Council meetings. This equipment is currently at City Hall and should be installed prior to the end of the fiscal year.	To be completed by June 30, 2020.
9. Hold City Hall "Open House" for students.	The City has hosted multiple tours for pre-K and elementary school classes this fiscal year. These tours have included tours of City Hall with Department Heads, tours of the Police Department, and, most importantly, swag bags for the students.	
10. Study feasibility of a parking permit system.	Included in FY 2019-2020 Department Work Program (Community Development). Staff held a kickoff meeting in March 2020 with the parking consultant selected by SCAG to conduct the study. Initial work is underway and it is expected to take 9 – 12 months to complete.	Fiscal Year 2020-2021

Status of City Council Priorities

Page 3 of 3

Description of Goal/Priority	Status	Timeline
11. Clergy Council/Community event on National Day of Prayer.	Included in FY 2019-2020 Department Work Program (Police). Establishment of a Clergy Council is in the Police Departments ongoing work plan.	On-hold due to COVID-19.
12. Listing of current contracts with contract expiration dates.	Included in FY 2019-2020 Department Work Program (Administration).	On-hold due to COVID-19.
13. Social media policy/policy for passwords.	Included in FY 2019-2020 Department Work Program (Administration). A Social Media policy has been drafted and will be ready for review with the Social Media Ad Hoc when normal business resumes.	On-hold due to COVID-19.
14. Down payment assistance for home buyers (similar to City of LA LIPA/MIPA)	Staff is exploring the possibility of partnering with the City of LA to offer a similar program.	
15. Review/update pothole policy and program.	Included in FY 2019-2020 Department Work Program (Public Works). City Council included funding for a “Pothole Buster” Unit in the FY 2019-2020 budget to address potholes quickly. The “Pothole Buster” positions have been filled.	Fiscal Year 2019-2020
16. Explore Smart City projects that use connected devices (wired, wireless, etc.) to provide efficient services.	Ongoing.	
17. Pursue financing opportunities to leverage local funds to maximize infrastructure, facility, and efficiency improvements.	Ongoing.	

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Timothy Hou, Deputy City Manager/Director of Community Development

Date: April 20, 2020

Subject: Consideration to Approve General Plan Housing Element Annual Progress Report for Calendar Year 2019

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the General Plan Housing Element Annual Progress Report (APR) (Attachment "A") for the Calendar Year 2019; and
- b. Authorize staff to submit the 2019 Housing Element Annual Progress Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR).

BACKGROUND:

1. California Government Code Section 65400 establishes the requirement that each city and county prepare an annual report on the status of its Housing Element, and the actions taken towards completion of the programs and status of the local government's compliance with the deadlines in its housing element.
2. The Housing Element establishes the City's strategy for meeting community housing needs for the period 2014-2021 and is one of seven integral and interrelated elements of the General Plan. The current Housing Element 2014-2021 (5th Cycle), was adopted by the City on January 21, 2014 and certified by the California Department of Housing and Community Development (HCD) as being in full compliance with State housing element law on March 18, 2014.
3. On January 1, 2018, California Senate Bill 35 (SB 35) went into effect and amended Government Code Section 65913.4 to require local jurisdictions that were not meeting their goals for construction of certain regional housing needs to streamline the approval of certain housing projects by providing a ministerial approval process and removing the requirements for California Environmental Quality Act (CEQA) analysis.

Consideration to Approve General Plan Housing Element Annual Progress Report for Calendar Year 2019Page 2 of 4

4. On July 16, 2018, the City Council approved the General Plan Housing Element APR for Calendar Year 2017. In 2017, the City demonstrated continued sufficient progress towards meeting its very low and low income housing unit allocation. However, the City had fallen behind the pace to meet its moderate and above moderate income housing unit allocation projection for the 2014-2021 period. As a result, the City was subject to SB 35 streamlining provisions for proposed developments with at least 10 percent affordability (10 percent of the units must be affordable to households earning 80 percent or less of area median income).
5. On April 2, 2019, the City Council approved the General Plan Housing Element APR for Calendar Year 2018, during which the City issued building permits for 96 additional housing units. Of these, the City added 27 moderate income housing units, helping it regain the pace to meet its moderate income housing unit projection for the 2014-2021 period. However, the City had fallen behind the pace to meet both the very low and the above moderate housing unit allocation projections.
6. On March 5, 2020, the Regional Council for the Southern California Association of Governments (SCAG), the regional planning agency for the Southern California area, approved a final Regional Housing Need Allocation (RHNA) methodology for the 6th Cycle Housing Element (October 2021 – October 2029). The allocation signified a dramatic increase from the 5th Cycle from 412,137 to 1,341,834 total housing units throughout the SCAG region for the 6th Cycle, and for San Fernando, an allocation increasing from 217 total units to an estimated 1,790 total housing units.

ANALYSIS:

The purpose of this item is for the City Council to consider the status of the General Plan Housing Element Annual Progress Report for Calendar Year 2019 (Attachment "A"), and the progress of its implementation, which gets reported to HCD and the Governor's Office of Planning and Research (OPR).

The 2019 Annual Report reflects the City's progress during the 6th year of the RHNA projection period (January 1, 2014 - October 1, 2021) for the 5th Cycle Housing Element. The RHNA allocates the amount of housing growth each city must plan for in their housing element by providing "adequate sites" through zoning. Pursuant to Government Code Section 65863, cities are required to maintain an adequate sites inventory throughout the planning period. For example, to the extent that high density sites identified as accommodating the lower income RHNA are developed with fewer units, the city will need to make up any shortfall on other sites, including rezoning as necessary.

Historically, cities were not penalized for falling short of their RHNA target as long as they provided sufficient sites and did not impose undue constraints to development. However, the

Consideration to Approve General Plan Housing Element Annual Progress Report for Calendar Year 2019

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state's adoption of SB 35 in 2018 imposed streamlining provisions for proposed developments upon cities that had insufficient progress towards their share of the regional housing need by income category, combining the very low and low income levels as one category, and moderate and above moderate income levels as another category.

In a city subject to SB 35 streamlining, approval of a qualifying housing development on a qualifying site becomes a ministerial act without CEQA review or public hearings. SB 35 stipulates two tiers of inclusionary requirements. The first requires that 10 percent of the units must be affordable to households earning 80 percent or less of area median income. The second requires that 50 percent of the units must be affordable to households earning 80 percent or less of area median income.

During 2019, San Fernando not only met, but actually exceeded, both its low income and moderate income RHNA allocations, and continues the upward trend in activity overall since 2017. However, production in the City still remains behind the pace to meet allocations for the very low and above moderate income categories for the 2014-2021 period.

The City continues to be subject to SB 35 streamlining provisions for proposed developments with at least 10 percent affordability, meaning 10 percent of the units must be affordable to households earning 80 percent or less of Area Median Income (AMI). The City will continue to be subject to this streamlining until the beginning of the next housing element period. No projects have been submitted thus far utilizing the SB 35 streamlining provision.

As presented in Table 1 below, the City was allocated a total of 217 units through the RHNA for the planning period. During calendar years 2014-2019, a total of 269 residential building permits were issued. However, under SB 35 cities must meet the proportionate share of the RHNA for each of the four income levels. Hence, the City has a remaining RHNA target for two of the four income levels.

Table 1: Regional Housing Needs Allocation (RHNA) Progress: 2014-2019

Income Level	2014-2021 RHNA Allocation	Building Permits Issued Per Year						Remaining RHNA Target
		2014	2015	2016	2017	2018	2019	
Very Low (0 to 30% of AMI)	55	28	0	0	0	0	0	27
Low (30 to 50% of AMI)	32	4	5	5	24	67	46	0
Moderate (50 to 80% of AMI)	35	0	0	0	3	27	16	0
Above Moderate (> 80% of AMI)	95	27	0	9	2	2	4	51
Total	217	59	5	14	29	96	66	78

Consideration to Approve General Plan Housing Element Annual Progress Report for Calendar Year 2019Page 4 of 4

The City has made progress in addressing its lower income housing needs both through the provision of deed restricted affordable units and, more recently, through the development of accessory dwelling units (ADUs) that have proven popular in many California jurisdictions. Of the 66 units issued building permits last year in San Fernando, 62 were ADUs.

The City will need to continue to provide sites for a mix of single-family, multi-family and mixed use housing, supported by a variety of programs to enhance affordability, to accommodate remaining RHNA targets. The City continues to actively implement the policies of the General Plan, including the goals, policies and programs of the Housing Element. Furthermore, both the adoption of the San Fernando Corridors Specific Plan (SP-5) in December 2017, and the expiration last year of the citywide moratorium on multiple-family dwelling projects, which was in place since 2016, have fostered progress in the provision of housing.

Moving forward, HCD has set a wildly ambitious housing production goal for the upcoming 6th Cycle by both HCD and SCAG. These goals represent a 325 percent increase in the SCAG region, and an increase of 825 percent locally for the City of San Fernando. It remains to be seen how local jurisdictions will address dramatic, and arguably unattainable, allocations for the next eight-year cycle that begins in October 2021, especially since they do not factor the impact of the current COVID-19 pandemic. Staff will continue to monitor these events closely and seek direction from the Housing Element Ad Hoc Committee and City Council.

BUDGET IMPACT:

The City hired a consultant, Karen Warner Associates, to prepare the Housing Element APR at a cost not-to-exceed \$15,000 over a 3-year period. Funding for this contract is included in the Fiscal Year 2019-2020 Adopted Budget. No additional fiscal impacts are associated with the submittal of the General Plan Housing Element APR for Calendar Year 2019 to HCD and OPR.

CONCLUSION:

Staff recommends that the City Council approve the Housing Element Annual Progress Report for Calendar Year 2019 and authorize staff to forward the Housing Element Annual Progress Report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research.

ATTACHMENT:

- A. Housing Element Annual Progress Report for Calendar Year 2019

ATTACHMENT "A"**Please Start Here**

General Information	
Jurisdiction Name	San Fernando
Reporting Calendar Year	2019
Contact Information	
First Name	Timothy
Last Name	Hou, AICP
Title	Director of Community Development
Email	thou@sfcity.org
Phone	(818) 898-7316
Mailing Address	
Street Address	<u>117 Macneil Street</u>
City	San Fernando
Zipcode	91340

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated.

v 12_23_19

Jurisdiction	San Fernando	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

(CCR Title 25 §6202)

Table A																			
Housing Development Applications Submitted																			
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1					2	3	4	5							6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*
Summary Row: Start Data Entry Below								0	0	0	44	0	16	4	64	64	0	0	
	2518-010-004	558 Alexander Street			ADU	R	1/23/2019				1				1	1	0	No	
	2520-012-014	1725 Second Street			ADU	R	1/30/2019				1				1	1	0	No	
	2518-012-017	522 Harding Avenue			ADU	R	1/23/2019				1				1	1	0	No	
	2520-012-013	216 N. Huntington Street			ADU	R	1/23/2019				1				1	1	0	No	
	2518-030-021	442 Fernmoore Street			ADU	R	1/30/2019				1				1	1	0	No	
	2515-026-012	1064 Newton Street			ADU	R	1/30/2019				1				1	1	0	No	
	2517-002-005	1175 Orange Grove			ADU	R	2/22/2019				1				1	1	0	No	
	2515-003-004	653 Newton Street			ADU	R	3/26/2019				1				1	1	0	No	
	2518-025-013	765 Harps Street			ADU	R	3/20/2019				1				1	1	0	No	
	2521-038-013	1420 Griffith Street			ADU	R	2/19/2019				1				1	1	0	No	
	2518-004-009	423 Harding Avenue			ADU	R	2/22/2019						1		1	1	0	No	
	2517-006-004	1067 Orange Grove Avenue			ADU	R	3/13/2019						1		1	1	0	No	
	2522-031-008	632 Pico Street			ADU	R	3/27/2019				1				1	1	0	No	
	2521-007-014	1414 Hollister Street			ADU	R	Mar-19				1				1	1	0	No	
	2520-012-018	1703 Second Street			ADU	R	4/9/2019				1				1	1	0	No	
	2522-009-003	1014 Keweenaw Street			ADU	R	4/18/2019				1				1	1	0	No	
	2522-010-010	1048 Griffith Street			ADU	R	4/19/2019						1		1	1	0	No	
	2516-019-005	1136 Eighth Street			ADU	R	4/9/2019				1			1	1	1	0	No	
	2517-018-008	656 N. Meyers Street			ADU	R	4/28/2019				1				1	1	0	No	
	2518-013-006	527 Harding Avenue			ADU	R	5/28/2019				1				1	1	0	No	
	2520-012-003	1714 Fourth Street			ADU	R	5/29/2019						1		1	1	0	No	
	2519-008-005	435 N. Brand Blvd			ADU	R	5/20/2019				1				1	1	0	No	
	2515-002-006	1004 De Garmo Street			ADU	R	4/9/2019				1				1	1	0	No	
	2515-020-012	844 N. Brand Blvd			ADU	R	4/23/2019						1		1	1	0	No	
	2517-002-001	2014 Knox Street			ADU	R	5/14/2019				1				1	1	0	No	
	2516-002-001	876 N. Huntington Street			ADU	R	1/31/2019				1				1	1	0	No	
	2516-016-045	1156 Orange Grove Avenue			ADU	R	5/6/2019						1		1	1	0	No	
	2513-001-029	634 Mont Street			ADU	R	3/6/2019				1				1	1	0	No	
	2517-012-003	917 Orange Grove Avenue			ADU	R	6/4/2019				1				1	1	0	No	
	2516-027-032	1127 Warren Street			ADU	R	6/5/2019						1		1	1	0	No	
	2515-001-017	1003 Fifth Street			ADU	R	6/12/2019				1				1	1	0	No	
	2517-021-012	613 Orange Grove Avenue			ADU	R	6/17/2019				1				1	1	0	No	
	2517-009-016	2039 Warren Street			ADU	R	5/21/2019						1		1	1	0	No	
	2520-027-008	641 Alexander Street			ADU	R	6/3/2019						1		1	1	0	No	
	2520-013-021	233 N. Workman Street			ADU	R	7/2/2019						1		1	1	0	No	
	2516-003-002	907 Harding Avenue			ADU	R	7/8/2019						1		1	1	0	No	
	2518-011-002	511 Alexander Street			ADU	R	7/9/2019				1				1	1	0	No	
	2517-025-005	519 N. Lazard Street			ADU	R	7/22/2019				1				1	1	0	No	
	2520-006-007	312 Orange Grove Avenue			ADU	R	7/16/2019				1				1	1	0	No	
	2516-016-043	1720 Eighth Street			ADU	R	3/11/2019				1				1	1	0	No	
	2518-001-011	415 N. Huntington Street			ADU	R	8/28/2019				1				1	1	0	No	
	2515-021-015	864 Newton Street			ADU	R	8/27/2019				1				1	1	0	No	
	2516-026-031	1303 Warren Street			ADU	R	8/27/2019				1				1	1	0	No	
	2515-016-001	1002 Lucas Street			ADU	R	1/2/2019				1				1	1	0	No	
	2517-018-017	651 N. Lazard Street			ADU	R	8/6/2019						1		1	1	0	No	
	2516-006-001	922 N. Huntington Street			ADU	R	8/19/2019						1		1	1	0	No	
	2515-027-024	811 Seventh Street			ADU	R	8/13/2019						1		1	1	0	No	
	2522-027-019	639 Griffith Street			ADU	R	7/31/2019				1				1	1	0	No	
	2612-016-019	705 S. Huntington Street			ADU	R	9/3/2019				1				1	1	0	No	
	2519-013-002	553 Griswold Avenue			ADU	R	9/9/2019						1		1	1	0	No	
	2613-006-059	1049 Woodworth Street			ADU	R	9/11/2019				1				1	1	0	No	
	2521-008-020	1030 Hewitt Street			ADU	R	9/17/2019				1				1	1	0	No	
	2515-001-021	913 Fifth Street			ADU	R	9/25/2019				1				1	1	0	No	
	2518-020-001	602 Fernmoore Street			ADU	R	9/30/2019				1				1	1	0	No	
	2517-005-010	2032 Phillips Street			ADU	R	10/22/2019				1				1	1	0	No	

2613-010-030	759 Kalisher Street			ADU	R	9/25/2019					1				1	1	0	No
2515-018-007	944 Macneil Street			ADU	R	10/14/2019					1				1	1	0	No
2612-008-004	1637 Pico Street			ADU	R	7/9/2019					1				1	1	0	No
2522-012-021	525 Chatsworth Drive			ADU	R	11/4/2019					1				1	1	0	No
2520-004-003	218 N. Meyer Street			ADU	R	11/14/2019					1				1	1	0	No
2515-014-021	763 N. Brand Blvd			ADU	R	11/19/2019					1				1	1	0	No
2521-003-006	1426 San Fernando Road			2 to 4	R	7/5/2019								4	4	4	0	No

Jurisdiction	San Fernando
Reporting Year	2019 (Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Note: "*" indicates an optional field
 Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Affordability by Household Incomes - Building Permits								
1					2	3	4						5	6	7						8			
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	
Summary Row: Start Data Entry Below							0	0	0	44	0	16	4		64	0	0	0	46	0	16	4		
	2518-010-004	558 Alexander Street			ADU	R				1				1/22/2019	1				1				1/23/2019	
	2520-012-014	1725 Second Street			ADU	R				1				1/30/2019	1				1				1/30/2019	
	2518-012-017	522 Harding Avenue			ADU	R				1				1/23/2019	1				1				1/28/2019	
	2520-012-013	216 N. Huntington Street			ADU	R				1				1/23/2019	1				1				1/25/2019	
	2518-030-021	442 Fremont Street			ADU	R				1				1/30/2019	1				1				1/30/2019	
	2515-024-012	1064 Newton Street			ADU	R				1				1/30/2019	1				1				2/8/2019	
	2517-002-005	1175 Orange Grove			ADU	R				1				2/22/2019	1				1				3/4/2019	
	2515-003-004	457 Newton Street			ADU	R				1				3/26/2019	1				1				3/26/2019	
	2518-025-013	765 Hugo Street			ADU	R				1				3/20/2019	1				1				3/21/2019	
	2521-038-013	1420 Griffith Street			ADU	R				1				2/19/2019	1				1				3/18/2019	
	2518-004-009	423 Harding Avenue			ADU	R						1		2/22/2019	1						1		3/8/2019	
	2517-006-004	1067 Orange Grove Avenue			ADU	R						1		3/13/2019	1						1		4/2/2019	
	2522-031-008	632 Pico Street			ADU	R				1				3/27/2019	1				1				4/2/2019	
	2521-007-014	1414 Hollister Street			ADU	R				1				Mar.19	1				1				4/4/2019	
	2520-012-018	1703 Second Street			ADU	R				1				4/9/2019	1				1				4/10/2019	
	2522-009-003	1014 Keweenaw Street			ADU	R				1				4/18/2019	1				1				4/19/2019	
	2522-010-010	1004 Griffith Street			ADU	R						1		4/19/2019	1						1		4/19/2019	
	2516-018-005	713a Eighth Street			ADU	R						1		4/9/2019	1						1		4/24/2019	
	2517-018-008	650 N. Meyers Street			ADU	R				1				4/28/2019	1				1				4/30/2019	
	2518-013-006	527 Harding Avenue			ADU	R				1				5/28/2019	1				1				5/31/2019	
	2520-012-003	1714 Fourth Street			ADU	R						1		5/29/2019	1						1		5/29/2019	
	2519-008-005	435 N. Brand Blvd			ADU	R				1				5/20/2019	1				1				5/21/2019	
	2515-002-006	1006 De Garmo Street			ADU	R				1				4/9/2019	1				1				5/17/2019	
	2515-020-012	944 N. Brand Blvd			ADU	R						1		4/23/2019	1						1		5/16/2019	
	2517-002-001	2014 Keweenaw Street			ADU	R				1				5/14/2019	1				1				5/14/2019	
	2516-002-001	876 N. Huntington Street			ADU	R				1				1/31/2019	1				1				5/13/2019	
	2516-016-045	1136 Orange Grove Avenue			ADU	R						1		5/6/2019	1						1		5/8/2019	
	2511-001-029	634 Mort Street			ADU	R				1				3/6/2019	1				1				5/1/2019	
	2517-012-003	917 Orange Grove Avenue			ADU	R				1				6/4/2019	1				1				6/4/2019	
	2516-027-032	1127 Warren Street			ADU	R						1		6/5/2019	1						1		6/6/2019	
	2515-001-017	1001 Fifth Street			ADU	R				1				6/12/2019	1				1				6/13/2019	
	2517-021-012	813 Orange Grove Avenue			ADU	R				1				6/12/2019	1						1		6/17/2019	
	2517-009-016	2009 Warren Street			ADU	R						1		5/21/2019	1						1		6/18/2019	
	2520-027-008	641 Alexander Street			ADU	R						1		6/3/2019	1						1		6/20/2019	
	2520-013-021	233 N. Workman Street			ADU	R						1		7/2/2019	1						1		7/3/2019	
	2516-005-002	907 Harding Avenue			ADU	R						1		7/8/2019	1						1		7/8/2019	
	2518-011-002	511 Alexander Street			ADU	R				1				7/9/2019	1				1				7/9/2019	
	2517-025-005	519 N. Laurel Street			ADU	R				1				7/22/2019	1				1				7/22/2019	
	2520-006-007	112 Orange Grove Avenue			ADU	R				1				7/16/2019	1				1				7/23/2019	
	2516-016-043	1720 Eighth Street			ADU	R				1				3/11/2019	1				1				7/10/2019	
	2518-001-011	415 N. Huntington Street			ADU	R				1				8/28/2019	1				1				8/28/2019	
	2515-021-015	846 Newton Street			ADU	R				1				8/27/2019	1				1				8/27/2019	
	2516-026-031	1703 Warren Street			ADU	R				1				8/27/2019	1				1				8/27/2019	
	2515-016-001	1002 Lucas Street			ADU	R				1				1/2/2019	1				1				8/26/2019	
	2517-018-017	451 N. Laurel Street			ADU	R						1		8/6/2019	1						1		8/20/2019	
	2516-006-001	922 N. Huntington Street			ADU	R						1		8/19/2019	1						1		9/19/2019	
	2515-027-024	811 Seventh Street			ADU	R						1		8/13/2019	1						1		8/13/2019	
	2522-027-019	639 Griffith Street			ADU	R				1				7/31/2019	1				1				8/1/2019	
	2612-016-019	705 N. Huntington Street			ADU	R								8/3/2019	1								9/9/2019	
	2516-012-002	925 Grosvenor Avenue			ADU	R						1		8/9/2019	1						1		9/19/2019	
	2615-006-059	1045 Woodworth Street			ADU	R				1				9/11/2019	1								9/12/2019	
	2521-008-020	1039 Hewitt Street			ADU	R				1				9/17/2019	1						1		9/17/2019	
	2515-001-021	913 Fifth Street			ADU	R				1				9/25/2019	1				1				9/25/2019	
	2518-020-001	602 Fremont Street			ADU	R				1				9/30/2019	1				1				9/30/2019	
	2517-005-010	2012 Phillips Street			ADU	R				1				10/22/2019	1				1				10/22/2019	
	2611-010-030	739 Kallher Street			ADU	R				1				9/25/2019	1				1				10/18/2019	
	2514-018-007	944 Macaul Street			ADU	R				1				10/14/2019	1				1				10/15/2019	
	2612-008-004	1637 Pico Street			ADU	R				1				7/9/2019	1				1				10/31/2019	
	2522-012-021	525 Chatsworth Drive			ADU	R				1				11/4/2019	1				1				11/4/2019	
	2520-004-001	218 N. Meyer Street			ADU	R						1		11/14/2019	1				1				11/26/2019	
	2515-012-023	765 N. Brand Blvd			ADU	R						1		11/19/2019	1				1				12/6/2019	
	2516-001-017	1005 Chatsworth Blvd			ADU	R																	7/12/2019	
	2521-003-006	1426 San Fernando Road			2 to 4	R							4	7/5/2019	4							4	10/18/2019	
															0									

Affordability by Household Incomes - Certificates of Occupancy										Streamlining		Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
9	10							11	12	13	14	15	16	17	18	19	20			21
# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non-Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
65	0	0	0	23	0	3	0		26	0	0						0	0	0	
1				1				10/18/2019	1	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1				1				7/16/2019	1	0	N	Y			see attached rent survey		0			
1								7/9/2019	1	0	N	Y			see attached rent survey		0			
1				1				8/1/2019	1	0	N	Y			see attached rent survey		0			
1				1				9/25/2019	1	0	N	Y			see attached rent survey		0			
1				1				5/13/2019	1	0	N	Y			see attached rent survey		0			
1				1				8/9/2019	1	0	N	Y			see attached rent survey		0			
1				1				7/25/2019	1	0	N	Y			see attached rent survey		0			
1				1				11/5/2019	1	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1				1				6/13/2019	1	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1				1				9/4/2019	1	0	N	Y			see attached rent survey		0			
1				1				7/24/2019	1	0	N	Y			see attached rent survey		0			
1						1		2/25/2020	1	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1				1				9/4/2019	1	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1						1		12/10/2019	1	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1				1				10/10/2019	1	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1						1		12/10/2019	1	0	N	Y			see attached rent survey		0			
1				1				9/9/2019	1	0	N	Y			see attached rent survey		0			
1				1				8/26/2019	1	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1				1				11/1/2019	1	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1						1		9/25/2019	1	0	N	Y			see attached rent survey		0			
1				1				12/12/2019	1	0	N	Y			see attached rent survey		0			
1				1				11/5/2019	1	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1				1				11/18/2019	1	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1				1				11/12/2019	1	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
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1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1				1				12/31/2019	1	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1				1				12/5/2019	1	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
1									0	0	N	Y			see attached rent survey		0			
4									0	0	N	Y			see attached rent survey		0			
0									0	0	N	Y					0			

Jurisdiction	San Fernando	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	55		28								28	27
	Non-Deed Restricted												
Low	Deed Restricted	32		4								151	
	Non-Deed Restricted				5	5	24	67	46				
Moderate	Deed Restricted	35					3	27	16			46	
	Non-Deed Restricted												
Above Moderate		95		27		9	2	2	4			44	51
Total RHNA		217											
Total Units				59	5	14	29	96	66			269	78

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Cells in grey contain auto-calculation formulas

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Sites Identified or Rezoned to Accommodate Shortfall Housing Need

[illegible]

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction		San Fernando	
Reporting Year		2019	(Jan. 1 - Dec. 31)
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1. Residential Rehabilitation Loan Program	Assist 20 households during the planning period, subject to available funding.	Dec-21	No monies were available during 2019 to fund the program due to dissolution of the city redevelopment agency. However, as the Housing Funds balance begins to grow from a projected \$2 million in residential loan repayments/refinancing, the city may be able to re-initiate the Rehabilitation Loan Program in the future.
2. Neighborhood Preservation and Revitalization Program (CAPP)	Implement CAPP within designated focus areas.	Dec-21	While the City no longer implements the CAPP program in designated focus areas, code enforcement is provided on a citywide basis. The City also implements an active grafitti abatement program.
3. Housing Inspection Program	Complete inspections of approximately 200 aparatment units annually. Inspect ownership units upon resale.	Dec-21	While the inspection fee in the ordinance has not been implemented, Building & Safety conducts inspections on a complaint basis, and on apartment buildings with repeat violations. In 2019, Building & Safety conducted 178 inspections on multi-family rental units, 62 inspections on Resale, with 54 retrofits completed and 8 units with repairs underway.
4. Lead Based Paint Awareness	Remediate lead cases. Coordinate with LA County and Pacoima Beautiful on educational programs and identification of funding sources.	Dec-21	City continues to provide brochures to prospective building permit applicants in compliance with applicable lead based paint abatement procedures.

5. Facilitate Affordable and Special Needs Housing Development	Coordinate with affordable housing developers, offer regulatory concessions and incentives, and identify new funding sources to facilitate production of at least 195 new affordable and special needs housing units.	Dec-21	No additional deed restricted affordable housing was built in 2019. However, a total of 62 accessory dwelling units were issued building permits. A rent survey of guesthouses in San Fernando and surrounding areas evidence 75% of rentals fall within the level of affordability for 1 person, low income households (\$1,461/month). Therefore, 75% of San Fernando's ADU permits have been assigned as low income, with the remaining 25% assigned to moderate income (ADUs 640 sf and above).
6. Conservation of Existing and Future Affordable Units	Monitor the status of the existing and future affordable rental stock in San Fernando. Work with property owners, interest groups, and the State and Federal governments to conserve its affordable housing stock.	Dec-21	City continues to monitor existing deed restricted affordable units on an annual basis.
7. Monitor Residential Capacity	Monitor the consumption of residential acreage to ensure an adequate inventory is available to meet the City's RHNA obligations. Develop and implement a formal ongoing (project by project) evaluation procedure pursuant to Government Code Section 65863.	Dec-21	City continues to monitor development in areas zoned for residential land uses on an annual basis and compares development sites to Housing Element land inventory, as well as a mix of housing types based on affordability level as specified in the RHNA. In December 2017, the City Council adopted a comprehensive update to the San Fernando Corridors Specific Plan, providing for up to 759 mixed use/multi-family units, compared to the 408 unit capacity identified within the Specific Plan in the City's 2013-2021 Housing Element. The San Fernando Corridors Specific Plan was awarded the 2018 Sustainability Award from SCAG. In 2019, a four unit apartment building was issued building permits within the Specific Plan.
8. Removal of Governmental Constraints	Monitor changes in State and Federal laws and revised City policies, programs and regulations as necessary and appropriate.	Dec-21	City has adopted new zoning regulations ensuring compliance with State mandated housing requirements including, but not limited to: provisions for accessory dwelling units, reasonable accommodation requests, density bonus provisions, supportive and transitional housing provisions, and accommodation of emergency shelters.
9. Housing Choice Voucher Assistance Program	Support HaCOLA's administration of the program to assist an average of 35 extremely low and very low income households annually. Encourage landlords to register units; prepare bilingual HaCOLA program contact information.	Dec-21	As of February 2020, total of 88 households are receiving Section 8 rental assistance through HaCOLA, including 45 standard housing vouchers; 38 project based vouchers; 2 continuum of care vouchers; and 3 VASH (veterans) vouchers. City continues to work with Affordable Housing developers to refer prospective tenants to HaCOLA to apply for and/or be placed on the Section 8 voucher waiting list. City also works with property owners recommending inclusion of their property on HaCOLA's list of registered units.
10. Fair Housing	Contract with the FHCSFV, or another fair housing provider; disseminate brochures; coordinate fair housing education with community events.	Dec-21	City provides links on its website and a list of housing resources at the public counter to property owners and renters, including a brochure for the Housing Rights Center with offices in San Fernando Valley.

Jurisdiction	San Fernando	
Reporting Period	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)									
This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Total Units by Income									

Jurisdiction	San Fernando	
Reporting Year	2019	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	46
Moderate	Deed Restricted	0
	Non-Deed Restricted	16
Above Moderate		4
Total Units		66

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	62
Number of Proposed Units in All Applications Received:	64
Total Housing Units Approved:	64
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

February - March 2020 Rent Survey
Guesthouses in and around San Fernando City

<u>Rent</u>	<u>Guesthouse Size</u>	<u>Location</u>
\$1,100	400sf/1bd	Winnetka
\$1,195	400sf/1bd	Sun Valley
\$1,200	studio/ 330 sf	La Crescenta
\$1,200	1bd	Sun Valley
\$1,200	studio/450 sf	San Fernando
\$1,200	300 sf/studio	Northridge
\$1,200	225 sf/ studio	Studio City
\$1,225	1 bdrm	Winnetka
\$1,250	1 bdrm	Lake Balboa
\$1,250	400sf/studio	Sylmar
\$1,290	1 bd	Arleta
\$1,295	400sf	Pacoima
\$1,300	260sf	North Hollywood
\$1,300	studio	Winnetka
\$1,300	studio/350 sf	Panorama City
\$1,300	650 sf/studio	Northridge
\$1,300	300sf/Studio	Northridge
\$1,348	350sf/studio	Mission Hills
\$1,395	Studio	Winnetka
\$1,400	400 sf	Lake Balboa
\$1,400	500 sf	Panorama City
\$1,400	studio	Burbank
\$1,430	1 bdrm	Sylmar
\$1,475	Studio	Reseda
\$1,450	Studio	Winnetka
\$1,495	1 bdrm	Northridge
\$1,495	1bd	Northridge/North Hills
\$1,500	325 sf	Burbank
\$1,500	1 bdrm/500 sf	Panorama City
\$1,500	1bd	Reseda
\$1,500	400sf/1bd	North Hollywood
\$1,500	475sf/1bd	Northridge
\$1,535	525sf/1bd	Burbank

A rent survey of guesthouses in San Fernando and surrounding areas evidence 75% of rentals fall within the level of affordability for 1 person, low income households (\$1,461/month). Therefore, 75% of San Fernando's ADU permits have been assigned as low income, with the remaining 25% assigned to moderate income (ADUs 630 sf and above).

Median Rent: \$1,300

Low income affordability

Moderate income affordability

source: Craigslist, Westsiderentals

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Julian J. Venegas, Director of Recreation and Community Services

Date: April 20, 2020

Subject: Consideration to Award a Professional Services Agreement to Vincor Construction Inc., for the Las Palmas Park Banquet Room and Lobby Renovation Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Cooperative Purchasing using the competitive bidding procedure prepared by and run through Source-Well (formerly the National Joint Powers Alliance) in accordance with Section 2-802 of the San Fernando City Code;
- b. Award a Professional Services Agreement (Attachment "A" – Contract No. 1944) to Vincor Construction Inc., for the Las Palmas Park Banquet Room and Lobby Renovation Project in an amount not-to-exceed \$110,653;
- c. Authorize the City Manager to approve change orders in an amount not-to-exceed \$12,120 to cover unforeseen issues related to the renovation project or include additional items in the scope of work;
- d. Adopt Resolution No. 7987 (Attachment "B") to increase the revenue and expenditures of Fiscal Year (FY) 2019-2020 Grant Fund 010 Capital Projects to \$122,773; and
- e. Authorize the City Manager to execute the Agreement and all related documents.

BACKGROUND:

1. In 1992, the Safe Neighborhood Parks Proposition (Prop. A) established the Los Angeles County Regional Park and Open Space District (RPOSD) as a special assessment district whose boundary is congruent with the boundary of Los Angeles County. The measure set the term for the assessment at 22 years and identified the specific projects and competitive grant programs RPOSD would administer.

Consideration to Award a Professional Services Agreement to Vincor Construction Inc., for the Las Palmas Park Banquet Room and Lobby Renovation ProjectPage 2 of 4

2. On November 5, 1996, voters approved an additional Prop. A assessment for RPOSD. The revenues generated by the two assessments would fund park-related Capital Projects, provide Maintenance and Servicing Funds (M&S Funds) to subsidize the cost of maintaining and operating those Park related Capital Projects, and Administration funds for the administrative operations of the District until FY 2018-2019.
3. M&S Funds are allocated annually to eligible entities as designed in the 1996 Proposition. Prop. A M&S Funds can be used to offset increased maintenance costs resulting from a Prop. A funded project or used to pay extraordinary costs associated with the maintenance of a funded project.
4. From FY 1993-1994 through FY 2018-2019, the City applied for, and was awarded, Prop. A Funds for several park-related Capital Projects. Among the awarded projects was the Las Palmas Park Field Renovation Project, the Las Palmas Park Youth and Senior Activity Center Project, and the San Fernando Regional Pool Facility Project.
5. These projects qualified the City for a 15% annual allocation of the proceeds of assessments levied and collected by the RPOSD. Although the City accrued approximately \$507,755 in assessments during Prop. A's 26-year term, not all M&S Funds were utilized. A balance of \$122,773 remains in the City's M&S Funds account.
6. On March 2, 2020, the City Council considered awarding an Agreement with Vinco Construction for the Las Palmas Renovation Project through cooperative purchasing. During the discussion, City Council directed staff to return with plans and renderings of the proposed project.

ANALYSIS:

The Las Palmas Park Activity Center hosts a wide array of recreational programs and services for San Fernando residents and surrounding communities. The last major renovation to the Park was the completion of the Las Palmas Park Youth and Senior Activity Center Project (Community Center) in 2004. The Community Center operates seven days each week and has an estimated 2,789 patron visitations per month. Over the past 16 years, the Community Center has experienced substantial foot traffic that has caused extensive wear and tear to the Community Center, especially the Banquet Room and Lobby area.

Recreation and Community Services (RCS) staff met and discussed the need to renovate the Las Palmas Park Banquet Room and Lobby with RPOSD staff and to confirm the proposed improvements to the Banquet Room and Lobby qualify as an extraordinary cost under M&S Funds guidelines. RCS staff subsequently applied, and have been granted, approval by Los Angeles County RPOSD staff to use M&S Funds for the renovation of these two facilities.

Consideration to Award a Professional Services Agreement to Vincor Construction Inc., for the Las Palmas Park Banquet Room and Lobby Renovation ProjectPage 3 of 4

Proposed Plans and Renderings.

The proposed renovations to the Las Palmas Park facility include refurbishing and painting the Banquet Room and Kitchen, installing security glass to enclose the reception desk, installing ADA door openers to the patio and main entrance, and improving ADA accessibility from the parking stalls in front of the building. The Banquet Room renovation consist of removing the old wallpaper and painting the walls (color TBD), the removal of old flooring and installing new high-traffic flooring. The Kitchen renovation includes new countertops, compartment sinks and high-traffic flooring installed.

The installation of security glass atop of the reception desk will provide an extra layer of safety to the Community Center. The original design of the reception desk area did not anticipate the high volume of cash transactions that now occur daily at the Community Center. Before 2016, the majority of cash transactions occurred at Recreation Park, which has a secure reception desk that separates staff from the public. The onset of managing the financial and administrative functions of the Las Palmas Senior Club significantly increased the volume of cash handled at Las Palmas Park.

Staff has expressed safety concerns handling large amounts of cash, especially when strangers and unsavory individuals frequent the lobby. The security glass installation will complement the functionality of the reception desk and lend to the aesthetics of the lobby area. A rendering (Attachment "C") illustrates a right, left and front view of how the reception desk would look like with the security glass installed. The dimensions of the security glass are detailed in the manufacturer's Elevation submittal (Attachment "D").

An important aspect of this renovation is meeting the needs of seniors who use mobility aids such as wheelchairs or walkers. The proposed renovation calls for the installation of ADA door openers to the patio and main entrance doors. The installation will provide greater accessibility by allowing individuals to move freely without the aid of caregivers. Another measure proposed for greater accessibility is the reconfiguration of the parking stalls in front of the building. Currently, there is no clear ADA pathway to the main entrance from the front parking lot.

Although there is an ADA ramp for people who use walkers or wheelchairs, it is not accessible because an island blocks the path. The renovation will cut the island to allow for an ADA pathway and designate a handicap-parking stall adjacent to the pathway. A preliminary design and rendering (Attachment "E") shows the location of the handicap parking and pathway proposed for the front parking lot of the Community Center.

Vincor Construction Inc.

RCS staff conducted a walk-through of Las Palmas Park with Vincor Construction Inc. to determine a scope of work and cost of the Banquet Room and Lobby Renovation Project. A detailed description of the renovation project is provided in the Vincor Construction Inc. Scope of Work (Attachment "A", Exhibit "1"). Based on the Scope of Work the cost of the project is \$110,653. Staff is also requesting authority to approve additional work, up to \$12,120, as a project

Consideration to Award a Professional Services Agreement to Vincor Construction Inc., for the Las Palmas Park Banquet Room and Lobby Renovation ProjectPage 4 of 4

contingency for any unforeseen issues related to the renovation project or to include additional work to fully expend the available Prop. A M&S Funds.

Staff proposes the approval of the proposed Agreement through cooperative purchasing competitively bid by, and run through, Source-Well (formerly the National Joint Powers Alliance) in accordance with Section 2-802 of the San Fernando City Code. Source-Well competitively bids construction tasks with pre-set unit prices and specifications for general construction services including materials, equipment, and labor costs. The California Government Code 6500 and the City's Purchasing Ordinance authorizes public agencies to participate in cooperative purchasing agreements like those established by Source-Well, while still remaining within the City's adopted rules and procedures for purchasing. The contractual agreements between Vincor Construction Inc., Source-Well, and National Joint Powers Alliance are attached as Exhibits "2" and "3" of Attachment "A."

BUDGET IMPACT:

The FY 2019-2020 budget allocated \$121,483 in revenue and expenditures to the RCS Grants accounts 010-3683-3709 and 010-422-3709-4600 based on RPOSD's available funds notice. The M&S Fund bears interest and subsequently, the City's available M&S Funds increased by \$1,290 since the RPOSD's notification of available funds and the adoption of the FY 2019-2020 budget, for a grand total of \$122,773.

The adoption of Resolution No. 7987 allows an increase of revenue and expenditures of the FY 2019-2020 Grant Funds Capital Projects Fund 010 budget by \$1,290 for a total allocation of \$122,773. The amount is sufficient to cover the Professional Services Agreement with Vincor Construction Inc. as well as any additional work that may arise during the course of construction. The project would be funded entirely by the RPOSD Prop. A M&S Funds.

CONCLUSION:

It is recommended that the City Council approve a Professional Services Agreement with Vincor Construction Inc. for the Las Palmas Park Banquet Room and Lobby Renovation Project through cooperative purchasing in accordance with Section 2-802 of the San Fernando City Code.

ATTACHMENTS:

- A. Contract No. 1944 with Exhibits "1", "2" and "3"
- B. Resolution No. 7987
- C. Reception Desk Renderings
- D. Elevation Submittal
- E. Rendering and Preliminary Design



ATTACHMENT "A"
CONTRACT NO. 1944

PROFESSIONAL SERVICES AGREEMENT

Vincor Construction, Inc.

Las Palmas Park Banquet Room and Lobby Renovation Project

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of April 2020 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Vincor Construction, Inc. A CORPORATION (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT 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, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "1"** (hereinafter referred to as the "**Scope of Work**"). CONSULTANT 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 services 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." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.

1.2 **PROSECUTION OF WORK:** The Parties agrees as follows:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within **Five (5)** calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on a date not more than **Ninety (90)** calendar days from the issuance of the Notice to Proceed (the "Completion Date");
- B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 2 of 17

- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; AND
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule which is detailed in the Contractor's Price Proposal Summary (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of ONE HUNDRED TEN THOUSAND, SIX HUNDRED FIFTY THREE DOLLARS (\$110,653.00) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

- 1.4 PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT'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 CONSULTANT in writing of any disputed amounts included in the invoice. Within Ten (10) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS:** CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years

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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 CONSULTANT: In the event CONSULTANT 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, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT 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 CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and the Director of Recreation and community Services (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Manager 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. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates John Kang Vice, President to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT 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 CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT 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 prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT 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. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services 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 CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar 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 CONSULTANT or on CONSULTANT'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 CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training,

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knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT 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 services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT 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 CONSULTANT'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.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT 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 CONSULTANT'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 CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

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- 2.8 COMPLIANCE WITH LAWS: CONSULTANT 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. CONSULTANT'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, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, 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 CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT 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 CONSULTANT 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, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT 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: CONSULTANT 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.

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- 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT'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 CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT 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 CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

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- 3.6 VERIFICATION OF COVERAGE: CONSULTANT 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, CONSULTANT 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 CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT 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. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT'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 CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory

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immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.5 CONSULTANT 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 CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, 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 CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 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 CONSULTANT a minimum of five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT 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 CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT 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

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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, service 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, 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 5.2B 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. CONSULTANT 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 CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT 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, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT 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 5.2B.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, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT 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

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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 CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT'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) CONSULTANT'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 CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT'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 CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT'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 CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT'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, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT 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.

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- 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.
- 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 CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, 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 CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT 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, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT 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

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contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

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 CONSULTANT 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. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT 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 or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT 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:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT 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:

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CONSULTANT:

Vincor Construction, Inc.
2651 Saturn Street
Brea, CA 92821
Attn: John Kang, Vice President
Phone: (714) 528-2900
Fax: (714) 528-2901
Email: John@vincorinc.com

CITY:

City of San Fernando
Recreation and Community Services
208 Park Street, San Fernando, CA 91340
Attn: Director of Recreation and
Community Services
Phone: (818) 898-1290
Fax: (818) 898-2155

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 are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT 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 subconsultants), 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 CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants 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 CONSULTANT, 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.
- 6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 15 of 17

- 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, limit, augment, or describe the scope, content, or intent of this Agreement.
- 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

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 16 of 17

addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT 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 6.16, 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 CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

PROFESSIONAL SERVICES AGREEMENT – VINCOR CONSTRUCTION, INC.**Las Palmas Park Banquet and Lobby Renovation Project**Page 17 of 17

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**VINCOR CONSTRUCTION, INC. A
CALIFORNIA COPORATION**

By: _____
Nick Kimball, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney



Work Order Signature Document

EZIQC Contract No.: CA-08-SL-B-B-030618-VC1

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 069024.00

Work Order Date: 10/01/2019

Work Order Title: Las Palmas Park rehab project

Owner Name: The City of San Fernando

Contractor Name: Vincor Construction Inc.

Contact: Julian Venegas

Contact: John Kang

Phone: 818-898-7381

Phone: 714-528-2900

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-08-SL-B-B-030618-VC1.

Brief Work Order Description:

The Las Palmas Park project will involve refurbishing the banquet room, adding security windows to the reception desk, and re-configuring the parking lot to add a trash bin enclosure. Also have plans to refurbish the patio restrooms.

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:



Work Order Firm Fixed Price: \$110,652.60

Owner Purchase Order Number:

Approvals

The City of San Fernando

Date

Contractor

Date



Detailed Scope of Work

To: John Kang
Vincor Construction, Inc.
2651 Saturn Street
Brea, CA 92821
714-528-2900

From: Julian Venegas
The City of San Fernando
117 Macneil St.
San Fernando, CA 91340
818-898-7381

Date Printed: October 01, 2019

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

Brief Scope: The Las Palmas Park project will involve refurbishing the banquet room, adding security windows to the reception desk, and re-configuring the parking lot to add a trash bin enclosure. Also have plans to refurbish the patio restrooms.

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached DSOW

Subject to the terms and conditions of JOC Contract **CA-08-SL-B-B-030618-VCI**.

Contractor

Date

The City of San Fernando

Date

Las Palmas Park rehab project

Detailed Scope of Work

01 - BANQUET ROOM AND KITCHEN – FLOORING AND PAINTING:

1. Demo and remove existing VCT, cove base wainscot wall covering.
2. Demo and remove existing kitchen counter top, sink and faucet.
3. Prep existing floor and install new LVT and cove base.
4. Patch existing drywall from wainscot wall covering removal to match existing finish.
5. Prep and paint existing walls up to 10' high in the banquet room. Prep and paint walls and ceiling in kitchen. Prep and paint door frames, doors and windows.
6. Furnish and install new crash/chair rail at existing banquet room locations.
7. Remove and re-install existing paper towel dispenser, soap dispenser and garbage disposal in kitchen.
8. Furnish and install new solid surface counter top with back splash, new stainless steel double bowl sink and faucet.
9. Remove and replace existing receptacle outlets and light switches.

04 – FRONT RECEPTION COUNTER STOREFRONT GLAZING AND DOOR:

1. Furnish and install new storefront system and glazing with required support reinforcing to sit on top of existing counter top. Provide (2) speak hole covers for workstations.
2. Furnish and install new storefront door with exit device, hardware and trim.
3. Provide wall blocking, patch wall and repair ceiling tiles as required.

06 – MAIN ENTRANCE AND PATIO DOOR – ADA DOOR OPERATOR:

1. Prep (1) existing main entrance door and patio door for new electrified hardware.
2. Provide and install new door operators, sensors, geared continuous hinges, closers and wireless push buttons for (1) main entrance and (1) patio door.
3. Remove and replace with new electrified hardware and power supply as required.
4. Provide power for new door operators.
5. Patch and repair existing as needed.
6. Existing door and frame to remain. Protect in place.

08 – FRONT ENTRANCE WALKWAY PATH:

1. Convert existing planter/parking stall area to new walkway path of travel. Contractor not responsible for existing surrounding conditions that does not comply with ADA requirements.
2. Provide regulated work area utilizing caution tape, delineators and temporary fence to demarcate the regulated construction work area.
3. Saw cut and demo existing for new walkway path.
4. Demo and remove (2) existing shrubs in planter area.
5. Provide excavation, backfilling and compaction. Remove and haul away existing spoils.
6. Install new asphalt and base for new walkway and repair existing asphalt and curb affected by construction.

7. Modify and repair sprinkler line affected by construction.
8. Stripe new walkway area and ADA signage at existing parking stall.
9. Install new ADA sign and post.
10. All work to be performed as per plan dated 7/1/19 and email dated 7/10/19 with response to contractor questions.

Clarifications:

- Any additional work due to unforeseen conditions will be treated as a supplemental to the work order.
- Excludes and design, engineering, permit and plan check fees.
- Excludes any ACM/Lead testing and/or abatement.
- All furniture and personal items to be moved by others.
- Excludes any moisture testing and moisture barrier for existing flooring.
- Excludes any portable toilets for public use.

Contractor's Price Proposal - Summary

Date: October 01, 2019

Re: IQC Master Contract #: CA-08-SL-B-B-030618-VCI
Work Order #: 069024.00
Owner PO #:
Title: Las Palmas Park rehab project
Contractor: Vincor Construction Inc.
Proposal Value: \$110,652.60

01 - BANQUET ROOM & KITCHEN - FLOORING & PAINTING	\$64,923.27
04 - FRONT RECEPTION COUNTER STOREFRONT GLAZING AND DOOR	\$16,101.07
06 - MAIN ENTRANCE AND PATIO DOOR - ADA DOOR OPERATOR	\$21,173.26
08 - FRONT ENTRANCE WALKWAY PATH	\$8,455.00
Proposal Total	\$110,652.60

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: October 01, 2019

Re: IQC Master Contract #: CA-08-SL-B-B-030618-VCI
 Work Order #: 069024.00
 Owner PO #:
 Title: Las Palmas Park rehab project
 Contractor: Vincor Construction Inc.
 Proposal Value: \$110,652.60

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
01 - BANQUET ROOM & KITCHEN - FLOORING & PAINTING					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$1,397.56
			Installation	Quantity 1,270.51 x Unit Price 1.00 x Factor 1.1000 = Total 1,397.56	
				BOND FEE - (\$63,525.71 X 2% = \$1,270.51)	
2	01 22 23 00 0158		WK	>1,000 to 2,000 CFM Portable Air Scrubber	\$479.53
			Installation	Quantity 1.00 x Unit Price 452.05 x Factor 1.0608 = Total 479.53	
				DUST CONTROL - MINIMIZE DUST WORKING IN OCCUPIED AREA DURING BUSINESS HOURS	
3	01 74 19 00 0016		EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$710.70
			Installation	Quantity 1.00 x Unit Price 669.97 x Factor 1.0608 = Total 710.70	
				GENERAL DEBRIS	
4	06 16 33 00 0014		SF	3/4" Interior BC Plywood Wall SheathingApplied to wall studs.	\$181.40
			Installation	Quantity 50.00 x Unit Price 2.58 x Factor 1.0608 = Total 136.84	
			Demolition	50.00 x 0.84 x 1.0608 = 44.55	
				COUNTER TOP SUBSTRATE - (25' X 2' = 50)	
5	09 23 13 00 0018		SF	Smooth Finish Two Coats Gypsum Plaster On Walls	\$4,484.13
			Installation	Quantity 824.00 x Unit Price 5.13 x Factor 1.0608 = Total 4,484.13	
				PATCH EXISTING SURFACES FROM REMOVAL OF WAINSCOT WALL COVERING - (206' X 4'H = 824)	
6	09 65 13 13 0007		LF	4" High, 1/8" Rubber Base, Group 2 All (Except White)	\$1,038.74
			Installation	Quantity 272.00 x Unit Price 2.61 x Factor 1.0608 = Total 753.08	
			Demolition	272.00 x 0.99 x 1.0608 = 285.65	
				COVE BASE: BANQUET - (206) KITCHEN - (66) TOTAL = 272	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

01 - BANQUET ROOM & KITCHEN - FLOORING & PAINTING

7	09	65	13	33	0003	SF	1/4" Thick, Flexible Self Leveling Cementitious Underlayment With Liquid Latex Modifiers								\$5,010.18
							Installation	Quantity	Unit Price	Factor	=	Total			
								2,762.00	1.71	x	1.0608		5,010.18		
							FLOOR PREP:								
							BANQUET - (64' X 39' = 2496)								
							KITCHEN - (14' X 19' = 266)								
							TOTAL = 2762								
8	09	65	13	36	0016	LF	1/4" To 1/4" Material x 2-1/2", Vinyl, Wheeled Traffic Transition (Johnsonite CTA-XX-M)								\$113.55
							Installation	Quantity	Unit Price	Factor	=	Total			
								24.00	4.46	x	1.0608		113.55		
							TRANSITION STRIP:								
							DOUBLE DOORS - (6' X 3EA = 18)								
							SINGLE DOOR - (3' X 2EA = 6)								
							TOTAL = 24								
9	09	65	13	36	0016	0156	MOD	For >20 To 40, Add							\$18.08
							Installation	Quantity	Unit Price	Factor	=	Total			
								24.00	0.71	x	1.0608		18.08		
10	09	65	19	23	0014		SF	2.5mm Thick, Luxury Vinyl Tile (LVT) (Mannington Amtico)							\$25,548.99
							Installation	Quantity	Unit Price	Factor	=	Total			
								2,762.00	7.73	x	1.0608		22,648.36		
							Demolition	Quantity	Unit Price	Factor	=	Total			
								2,762.00	0.99	x	1.0608		2,900.63		
							REPLACE FLOORING:								
							BANQUET - (64' X 39' = 2496)								
							KITCHEN - (14' X 19' = 266)								
							TOTAL = 2762								
11	09	65	19	23	0014	0161	MOD	For >1,000 To 3,000, Deduct							-\$468.79
							Installation	Quantity	Unit Price	Factor	=	Total			
								2,762.00	-0.16	x	1.0608		-468.79		
12	09	91	23	00	0062		SF	Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush/Roller Work							\$1,500.40
							Installation	Quantity	Unit Price	Factor	=	Total			
								2,720.00	0.52	x	1.0608		1,500.40		
							BANQUET - (206' X 10'H = 2060)								
							KITCHEN - (66' X 10'H = 660)								
							TOTAL = 2720								
13	09	91	23	00	0062	0288	MOD	For >2,500 To 5,000, Deduct							-\$86.56
							Installation	Quantity	Unit Price	Factor	=	Total			
								2,720.00	-0.03	x	1.0608		-86.56		
14	09	91	23	00	0064		SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work							\$2,971.94
							Installation	Quantity	Unit Price	Factor	=	Total			
								2,720.00	1.03	x	1.0608		2,971.94		
							BANQUET - (206' X 10'H = 2060)								
							KITCHEN - (66' X 10'H = 660)								
							TOTAL = 2720								
15	09	91	23	00	0064	0271	MOD	For Each Coat With Egg Shell Finish, Add							\$28.85
							Installation	Quantity	Unit Price	Factor	=	Total			
								2,720.00	0.01	x	1.0608		28.85		
16	09	91	23	00	0064	0288	MOD	For >2,500 To 5,000, Deduct							-\$144.27
							Installation	Quantity	Unit Price	Factor	=	Total			
								2,720.00	-0.05	x	1.0608		-144.27		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

01 - BANQUET ROOM & KITCHEN - FLOORING & PAINTING

17	09	91	23	00	0151	SF	Paint Interior Drywall/Plaster Ceiling, 1 Coat Primer, Brush/Roller Work									\$172.13
						Installation	Quantity	Unit Price	Factor	=	Total					
							266.00	0.61	1.0608		172.13					
							KITCHEN CEILING - (14' X 19' = 266)									
18	09	91	23	00	0151	0287	MOD	For >250 To 500, Add								\$22.57
						Installation	Quantity	Unit Price	Factor	=	Total					
							266.00	0.08	1.0608		22.57					
19	09	91	23	00	0153	SF	Paint Interior Drywall/Plaster Ceiling, 2 Coats Paint, Brush/Roller Work									\$313.21
						Installation	Quantity	Unit Price	Factor	=	Total					
							266.00	1.11	1.0608		313.21					
							KITCHEN CEILING - (14' X 19' = 266)									
20	09	91	23	00	0153	0287	MOD	For >250 To 500, Add								\$42.33
						Installation	Quantity	Unit Price	Factor	=	Total					
							266.00	0.15	1.0608		42.33					
21	09	91	23	00	0242	LF	Paint Interior Metal Door Frame And Trim, 1 Coat Primer, Brush/Roller Work									\$160.68
						Installation	Quantity	Unit Price	Factor	=	Total					
							187.00	0.81	1.0608		160.68					
							DOOR FRAME - (17' X 11EA = 187)									
22	09	91	23	00	0244	LF	Paint Interior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work									\$353.10
						Installation	Quantity	Unit Price	Factor	=	Total					
							187.00	1.78	1.0608		353.10					
							DOOR FRAME - (17' X 11EA = 187)									
23	09	91	23	00	0259	EA	Paint Interior Wood Door, One Face, 1 Coat Primer, Brush/Roller Work									\$74.23
						Installation	Quantity	Unit Price	Factor	=	Total					
							2.00	34.99	1.0608		74.23					
							DOOR - 1 SIDE PAINT (EXT EXIT DOORS)									
24	09	91	23	00	0261	EA	Paint Interior Wood Door, One Face, 2 Coats Paint, Brush/Roller Work									\$131.82
						Installation	Quantity	Unit Price	Factor	=	Total					
							2.00	62.13	1.0608		131.82					
							DOOR - 1 SIDE PAINT (EXT EXIT DOORS)									
25	09	91	23	00	0262	EA	Paint Interior Wood Door, Both Faces, 1 Coat Primer, Brush/Roller Work									\$599.47
						Installation	Quantity	Unit Price	Factor	=	Total					
							9.00	62.79	1.0608		599.47					
							DOOR - 2 SIDE PAINT - (INT DOORS)									
26	09	91	23	00	0264	EA	Paint Interior Wood Door, Both Faces, 2 Coats Paint, Brush/Roller Work									\$1,067.76
						Installation	Quantity	Unit Price	Factor	=	Total					
							9.00	111.84	1.0608		1,067.76					
							DOOR - 2 SIDE PAINT - (INT DOORS)									
27	09	91	23	00	0276	EA	>26 To 34 SF Window Size, Paint Interior Metal Window Including Trim, Brush/Roller Work									\$1,065.04
						Installation	Quantity	Unit Price	Factor	=	Total					
							8.00	125.50	1.0608		1,065.04					
							WINDOWS - (4 X 8 = 8EA)									
28	09	91	23	00	0276	0306	MOD	For >5 To 10, Deduct								-\$53.29
						Installation	Quantity	Unit Price	Factor	=	Total					
							8.00	-6.28	1.0608		-53.29					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

01 - BANQUET ROOM & KITCHEN - FLOORING & PAINTING

29	09	91	43	00	0013	SF	Hand Wash, Minor Repair And Light Sanding Drywall Surfaces		\$884.96
						Installation	Quantity 1,896.00 x Unit Price 0.44 x Factor = 1.0608 Total 884.96		
							PREP EXISTING SURFACES: BANQUET - (206' X 6'H = 1236) KITCHEN - (66' X 10'H = 660) TOTAL = 1896		
30	09	91	43	00	0014	SF	Scrape, Repair And Sand Severely Damaged Drywall Surfaces		\$725.50
						Installation	Quantity 824.00 x Unit Price 0.83 x Factor = 1.0608 Total 725.50		
							PREP EXISTING SURFACES FROM REMOVAL OF WAINSCOT WALL COVERING - (206' X 4'H = 824)		
31	09	91	43	00	0016	SF	Chemical Clean, Brush And Wash, Metal Surfaces, Surface Preparation		\$105.14
						Installation	Quantity 187.00 x Unit Price 0.53 x Factor = 1.0608 Total 105.14		
							PREP DOOR FRAME - (17' X 11EA = 187)		
32	09	91	43	00	0016	0337	MOD	For >100 To 250, Add	\$29.76
						Installation	Quantity 187.00 x Unit Price 0.15 x Factor = 1.0608 Total 29.76		
33	09	91	43	00	0038	SF	Sanding Wood Paneling, Boards, Doors, Etcetera		\$267.32
						Installation	Quantity 420.00 x Unit Price 0.60 x Factor = 1.0608 Total 267.32		
							PREP DOORS: 1 SIDE - (21SF X 2EA = 42) 2 SIDE - (21SF X 9EA X 2 BOTH SIDES = 378) TOTAL = 420		
34	09	91	43	00	0038	0338	MOD	For >250 To 500, Add	\$35.64
						Installation	Quantity 420.00 x Unit Price 0.08 x Factor = 1.0608 Total 35.64		
35	10	26	16	13	0004	LF	4" High, 5/16" Deep, Polycarbonate Crash Rail (Pawling CR-4)		\$3,061.53
						Installation	Quantity 206.00 x Unit Price 10.66 x Factor = 1.0608 Total 2,329.47		
						Demolition	206.00 x 3.35 x 1.0608 = 732.06		
							CHAIR/CRASH RAILS IN BANQUET ROOM		
36	10	26	16	13	0004	0163	MOD	For >100 To 200, Deduct	-\$513.53
						Installation	Quantity 206.00 x Unit Price -2.35 x Factor = 1.0608 Total -513.53		
37	10	26	23	00	0002	SF	0.030" Rigid Vinyl, Impact Resistant Wall Covering (Pawling WC-30)		\$1,826.87
						Installation	Quantity 0.00 x Unit Price 6.37 x Factor = 1.0608 Total 0.00		
						Demolition	824.00 x 2.09 x 1.0608 = 1,826.87		
							DEMO ONLY - EXISTING WALL COVERING - (206' X 4'H = 824)		
38	10	28	13	13	0011	EA	Surface Mounted, Stainless Steel Folded Paper Towel Dispenser (Bobrick Contura B-4262)		\$59.99
			X			Installation	Quantity 1.00 x Unit Price 37.70 x Factor = 1.0608 Total 39.99		
			X			Demolition	1.00 x 18.85 x 1.0608 = 20.00		
							REMOVE AND REINSTALL EXISTING PAPER TOWEL DISPENSER		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

01 - BANQUET ROOM & KITCHEN - FLOORING & PAINTING

39	10	28	13	13	0061	EA	40 Fluid Ounce, Surface Mounted, Stainless Steel Soap Dispenser (Bobrick Contura B-4112)								\$59.99
							Quantity	Unit Price	Factor	=	Total				
							1.00	37.70	x	1.0608	=	39.99			
							1.00	18.85	x	1.0608	=	20.00			
							REMOVE AND REINSTALL EXISTING SOAP DISPENSER								
40	11	30	13	13	0086	EA	Removal And Reinstallation Of Garbage Disposal								\$115.91
							Quantity	Unit Price	Factor	=	Total				
							1.00	109.27	x	1.0608	=	115.91			
							REMOVE AND REINSTALL EXISTING								
41	12	36	61	16	0004	SF	1/2" Solid Polyester (Corian) Countertop, Group B ColorsQuantity based on area of counter, backsplash and apron. Includes drilling holes for fixtures and 1-1/2" drop edge with 1/8" radius edges (when apron not used).								\$3,842.38
							Quantity	Unit Price	Factor	=	Total				
							65.50	46.92	x	1.0608	=	3,260.11			
							65.50	8.38	x	1.0608	=	582.26			
							SOLID SURFACE COUNTER TOP - (25' X 2 = 50) + COVE - (31' X 6" = 15.5) = 65.5								
42	12	36	61	16	0004	0022	MOD	For >50 To 100, Add							\$626.73
							Quantity	Unit Price	Factor	=	Total				
							65.50	9.02	x	1.0608	=	626.73			
43	12	36	61	16	0004	0025	MOD	For Group D Color Material, Add							\$960.25
							Quantity	Unit Price	Factor	=	Total				
							65.50	13.82	x	1.0608	=	960.25			
44	12	36	61	16	0004	0028	MOD	For Each LF Of Machining A Cove At Backsplash, Add							\$328.85
							Quantity	Unit Price	Factor	=	Total				
							31.00	10.00	x	1.0608	=	328.85			
45	12	36	61	16	0004	0029	MOD	For Each Sink, Range Or Vanity Cutout, Add							\$15.91
							Quantity	Unit Price	Factor	=	Total				
							1.00	15.00	x	1.0608	=	15.91			
46	22	13	13	00	0047	EA	Countertop Kitchen Sink, Single Fixture Rough-In, Polyvinyl Chloride (PVC) Waste And Vent PipeIncludes polyvinyl chloride (PVC) waste and vent pipe and copper domestic supply. Excludes fixture and faucet.								\$356.04
							Quantity	Unit Price	Factor	=	Total				
							1.00	335.63	x	1.0608	=	356.04			
							KITCHEN SINK								
47	22	42	16	16	0016	EA	33" x 22" x 8" Stainless Steel Kitchen Sink, Double Bowl, 18 Gauge (Elkay LR3322)								\$2,032.43
							Quantity	Unit Price	Factor	=	Total				
							1.00	1,828.51	x	1.0608	=	1,939.68			
							1.00	87.43	x	1.0608	=	92.75			
							KITCHEN SINK								
48	22	42	39	00	0022	EA	Chrome Single Handle Kitchen Faucet With Integrated Spray, 1.5 GPM Aerator (Elkay LKLFGT1041CR)								\$511.07
							Quantity	Unit Price	Factor	=	Total				
							1.00	440.92	x	1.0608	=	467.73			
							1.00	40.86	x	1.0608	=	43.34			
							KITCHEN SINK								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

01 - BANQUET ROOM & KITCHEN - FLOORING & PAINTING

49	23	01	20	91	0024	EA	Shut Down Existing Interior Piping SystemIncludes lock out/tag out and average line tracing. Use when valves are greater than 25' from work. When the shut-off valves for multiple lines are located with a 10' radius, the quantity used shall be one.								\$189.64
						Installation	Quantity		Unit Price		Factor	=	Total		
							1.00	x	178.77	x	1.0608	=	189.64		
							KITCHEN SINK								
50	26	01	20	91	0003	EA	Lock Out/Tag Out Breaker Or Motor Starter								\$92.16
						Installation	Quantity		Unit Price		Factor	=	Total		
							4.00	x	21.72	x	1.0608	=	92.16		
							LOTO								
51	26	01	20	91	0006	EA	Motors, Disconnects And Other Single Source Devices, Existing Circuit Tracing Per Device								\$345.04
						Installation	Quantity		Unit Price		Factor	=	Total		
							18.00	x	18.07	x	1.0608	=	345.04		
							EXISTING DEVICES - TRACE EXISTING DEVICES TO LOTO RIGHT CB PRIOR TO REPLACEMENT								
52	26	27	26	00	0005	EA	1 Gang, 20 Amp, NEMA 5-20, Duplex Receptacle Assembly								\$1,351.76
						Installation	Quantity		Unit Price		Factor	=	Total		
							12.00	x	73.23	x	1.0608	=	932.19		
						Demolition	Quantity		Unit Price		Factor	=	Total		
							12.00	x	32.96	x	1.0608	=	419.57		
							BANQUET - (6)								
							KITCHEN - (6)								
							TOTAL = 12								
53	26	27	26	00	0009	EA	1 Gang, 20 Amp, GFI, Duplex Receptacle Assembly								\$247.87
						Installation	Quantity		Unit Price		Factor	=	Total		
							2.00	x	83.87	x	1.0608	=	177.94		
						Demolition	Quantity		Unit Price		Factor	=	Total		
							2.00	x	32.96	x	1.0608	=	69.93		
							KITCHEN								
54	26	27	26	00	0140	EA	2 Gang, 20 Amp, 120/277 Volt, SPST, Switch Assembly								\$630.58
						Installation	Quantity		Unit Price		Factor	=	Total		
							4.00	x	104.60	x	1.0608	=	443.84		
						Demolition	Quantity		Unit Price		Factor	=	Total		
							4.00	x	44.01	x	1.0608	=	186.74		
							BANQUET - (2)								
							KITCHEN - (2)								
							TOTAL = 4								

Subtotal for 01 - BANQUET ROOM & KITCHEN - FLOORING & PAINTING

\$64,923.27

04 - FRONT RECEPTION COUNTER STOREFRONT GLAZING AND DOOR

55	01	22	16	00	0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.								\$346.60
						Installation	Quantity		Unit Price		Factor	=	Total		
							315.09	x	1.00	x	1.1000	=	346.60		
							BOND FEE - (\$15,754.47 X 2% = \$315.09)								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

04 - FRONT RECEPTION COUNTER STOREFRONT GLAZING AND DOOR

56	06 11 16 00 0155	LF	2" x 4" Wood Blocking To Wood						\$191.37
			Quantity	Unit Price	Factor	=	Total		
		Installation	40.00 x	4.51 x	1.0608	=	191.37		
		BLOCKING FOR NEW STOREFRONT - WALL + CEILING							
57	08 42 13 00 0006	EA	3' x 7' x 1-3/4" Wide Stile, Aluminum Framed Entrance Doors Including Glazing, Trim And Hardware (Special-Lite SL-15)						\$2,911.67
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	2,744.79 x	1.0608	=	2,911.67		
		NEW RECEPTION DOOR							
58	08 42 13 00 0006 0521	MOD	For 1" Insulated Glazing, Add						\$41.71
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	39.32 x	1.0608	=	41.71		
59	08 43 13 00 0048	SF	5' High With Two Horizontal Mullions, 2" x 4-1/2" Frame, Vertical Mullions 4' On Center, Aluminum Storefront Framing Assembly						\$1,963.75
			Quantity	Unit Price	Factor	=	Total		
		Installation	65.00 x	28.48 x	1.0608	=	1,963.75		
		RECEPTION STOREFRONT SYSTEM - 2 SECTIONS: (9' X 5'H = 45) (4' X 5'H = 20) TOTAL = 65							
60	08 43 13 00 0049	SF	6' High With Two Horizontal Mullions, 2" x 4-1/2" Frame, Vertical Mullions 4' On Center, Aluminum Storefront Framing Assembly						\$1,189.10
			Quantity	Unit Price	Factor	=	Total		
		Installation	45.00 x	24.91 x	1.0608	=	1,189.10		
		RECEPTION STOREFRONT SYSTEM - MIDDLE SECTION - (7.5' X 6'H = 45)							
61	08 43 13 00 0052	SF	9' High With Two Horizontal Mullions, 2" x 4-1/2" Frame, Vertical Mullions 4' On Center, Aluminum Storefront Framing Assembly						\$721.39
			Quantity	Unit Price	Factor	=	Total		
		Installation	36.00 x	18.89 x	1.0608	=	721.39		
		RECEPTION STOREFRONT SYSTEM - DOOR SECTION - (4' X 9'H = 36)							
62	08 43 13 00 0086	LF	For 1-7/16" x 4-5/8" x 1/4" Steel Reinforcing, Storefront Framing						\$2,692.52
			Quantity	Unit Price	Factor	=	Total		
		Installation	70.00 x	36.26 x	1.0608	=	2,692.52		
		STOREFRONT SYSTEM SUPPORT FRAMING TO DECK							
63	08 71 23 00 0485	EA	3-1/2" Overall Height, Grout In, Molded Rubber Security Floor Stop (Ives FS18L)Includes drilling. Excludes Grout.						\$60.23
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	56.78 x	1.0608	=	60.23		
		DOOR STOP							
64	08 71 23 00 2166	EA	3' Push Bar Exit Device, Mortise Lock, Von Duprin Series 9875/9975Clear anodized satin aluminum US28 (BHMA 628) finish.						\$1,430.52
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	1,348.53 x	1.0608	=	1,430.52		
		DOOR EXIT DEVICE							
65	08 71 23 00 2184	EA	Lever Trim (L) With 110NL Cylinder, Von Duprin Series 98/99Satin chrome plated US26D (BHMA 626) finish.						\$468.60
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	441.74 x	1.0608	=	468.60		
		DOOR LEVER TRIM ON PUBLIC SIDE							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

04 - FRONT RECEPTION COUNTER STOREFRONT GLAZING AND DOOR

66	08	71	23	00	2270		EA	Surface Mounted Heavy Duty Door Closer (LCN 4040XP/4041 Series)										\$393.50
							Installation	Quantity	1.00	x	Unit Price	370.95	x	Factor	1.0608	=	Total	393.50
							DOOR CLOSER											
67	08	71	23	00	2270	0273	MOD	For AVB (5 LB Per Push), Add										\$7.00
							Installation	Quantity	1.00	x	Unit Price	6.60	x	Factor	1.0608	=	Total	7.00
68	08	81	23	23	0015		SF	1/4" Thick, Tempered, Clear Float Field Installed Glass										\$2,522.94
							Installation	Quantity	146.00	x	Unit Price	16.29	x	Factor	1.0608	=	Total	2,522.94
							GLAZING FOR STOREFRONT SYSTEM											
69	08	81	23	23	0015	0059	MOD	For Low-E Coated Glass, Add										\$131.65
							Installation	Quantity	146.00	x	Unit Price	0.85	x	Factor	1.0608	=	Total	131.65
70	08	81	23	23	0015	0299	MOD	For >50 To 200, Deduct										-\$15.49
							Installation	Quantity	146.00	x	Unit Price	-0.10	x	Factor	1.0608	=	Total	-15.49
71	09	01	20	91	0005		SF	>8 To 16 SF, Cut And Patch Hole In Drywall To Match ExistingPer location.										\$109.47
							Installation	Quantity	10.00	x	Unit Price	10.32	x	Factor	1.0608	=	Total	109.47
							CUT & PATCH FOR BLOCKING - COUNTER SECTION - (2' X 5' = 10)											
72	09	01	20	91	0006		SF	>16 To 32 SF, Cut And Patch Hole In Drywall To Match ExistingPer location. See CSI section 09 29 00 00-0001 for "Gypsum Board" repairs > 32 SF.										\$176.05
							Installation	Quantity	18.00	x	Unit Price	9.22	x	Factor	1.0608	=	Total	176.05
							CUT & PATCH FOR BLOCKING - DOOR SECTION - (2' X 9' = 18)											
73	09	51	13	00	0017		SF	2' x 2' x 5/8" Mineral Fiber Acoustical Ceiling Panels										\$71.60
							Installation	Quantity	30.00	x	Unit Price	1.75	x	Factor	1.0608	=	Total	55.69
							Demolition	Quantity	30.00	x	Unit Price	0.50	x	Factor	1.0608	=	Total	15.91
							REPLACE DAMAGED FROM STOREFRONT SUPPORT											
74	09	51	13	00	0017	0097	MOD	For Up To 50, Add										\$20.69
							Installation	Quantity	30.00	x	Unit Price	0.65	x	Factor	1.0608	=	Total	20.69
75	09	51	13	00	0017	0111	MOD	For Single Angled Tegular Edge (Reveal), Add										\$14.32
							Installation	Quantity	30.00	x	Unit Price	0.45	x	Factor	1.0608	=	Total	14.32
76	09	91	23	00	0062		SF	Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush/Roller Work										\$55.16
							Installation	Quantity	100.00	x	Unit Price	0.52	x	Factor	1.0608	=	Total	55.16
							TOUCH UP AT 2 WALL SECTIONS											
77	09	91	23	00	0062	0285	MOD	For Up To 100, Add										\$33.95
							Installation	Quantity	100.00	x	Unit Price	0.32	x	Factor	1.0608	=	Total	33.95
78	09	91	23	00	0064		SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work										\$109.26
							Installation	Quantity	100.00	x	Unit Price	1.03	x	Factor	1.0608	=	Total	109.26
							TOUCH UP AT 2 WALL SECTIONS											

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

04 - FRONT RECEPTION COUNTER STOREFRONT GLAZING AND DOOR

79	09	91	23	00	0064	0271	MOD	For Each Coat With Egg Shell Finish, Add											\$1.06
							Installation	Quantity	Unit Price		Factor	=	Total						
								100.00	0.01	x	1.0608		1.06						
80	09	91	23	00	0064	0285	MOD	For Up To 100, Add											\$70.01
							Installation	Quantity	Unit Price		Factor	=	Total						
								100.00	0.66	x	1.0608		70.01						
81	27	51	23	20	0019		EA	Baffle (Atlas Sound 840-89)											\$382.44
							Installation	Quantity	Unit Price		Factor	=	Total						
								2.00	180.26	x	1.0608		382.44						
								SPEAK HOLE COVERS FOR 2 WORKSTATIONS											

Subtotal for 04 - FRONT RECEPTION COUNTER STOREFRONT GLAZING AND DOOR

\$16,101.07

06 - MAIN ENTRANCE AND PATIO DOOR - ADA DOOR OPERATOR

82	01	22	16	00	0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.											\$455.79
							Installation	Quantity	Unit Price		Factor	=	Total						
								414.35	1.00	x	1.1000		455.79						
								BOND FEE - (\$20,717.47 X 2% = \$414.35)											
83	08	05	13	00	0039		EA	Prepare Existing Wood Door (Rated) For Electric HardwareRequires door to be taken off site for UL certification.											\$328.85
							Installation	Quantity	Unit Price		Factor	=	Total						
								2.00	155.00	x	1.0608		328.85						
								PREP EXISTING DOORS FOR NEW ELECTRIFIED HARDWARE - MAIN & PATIO											
84	08	05	13	00	0042		EA	Removal And Reinstallation Of Door											\$151.14
							Installation	Quantity	Unit Price		Factor	=	Total						
								2.00	71.24	x	1.0608		151.14						
								REMOVE AND REINSTALL EXISTING DOOR - MAIN & PATIO											
85	08	42	29	33	0002		EA	Concealed Single Door Swing Door Operator, Up To 350 LB PanelFor new storefront or existing concealed operator installations.											\$5,597.10
							Installation	Quantity	Unit Price		Factor	=	Total						
								2.00	2,638.15	x	1.0608		5,597.10						
								ADA DOOR OPERATOR - MAIN & PATIO DOORS											
86	08	42	29	33	0007		EA	Overhead Active Infrared Presence Detector For Door Operators (MS Sedco DH97)Includes wiring harness and relays.											\$721.92
							Installation	Quantity	Unit Price		Factor	=	Total						
								2.00	340.27	x	1.0608		721.92						
								MAIN & PATIO DOORS											
87	08	42	29	33	0009		EA	Microwave Motion Sensor For Door Operator (MS Sedco D38)Includes wiring harness and relays.											\$646.94
							Installation	Quantity	Unit Price		Factor	=	Total						
								2.00	304.93	x	1.0608		646.94						
								MAIN & PATIO DOORS											

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

06 - MAIN ENTRANCE AND PATIO DOOR - ADA DOOR OPERATOR

88	08	42	29	33	0011	EA	Jamb Mounted Push Button For Door Operator (MS Sedco 425 Series)Excludes wiring from operator to push button.										\$218.76
							Quantity	Unit Price	Factor	=	Total						
						Installation	2.00	x 103.11	x 1.0608	=	218.76						
							ADA PUSH BUTTON - MAIN & PATIO DOORS										
89	08	42	29	33	0012	EA	Radio Control System For Door Operator (MS Sedco Clearpath)Includes receiver and two push plate transmitters.										\$1,099.24
							Quantity	Unit Price	Factor	=	Total						
						Installation	2.00	x 518.12	x 1.0608	=	1,099.24						
							MAIN & PATIO DOOR - WIRELESS OPTION FOR PUSH BUTTONS										
90	08	71	23	00	0406	LF	Full Surface, Aluminum Geared Continuous Hinge, Standard Duty (Roton 780-057)										\$612.46
							Quantity	Unit Price	Factor	=	Total						
						Installation	14.00	x 37.89	x 1.0608	=	562.71						
						Demolition	14.00	x 3.35	x 1.0608	=	49.75						
							REPLACE FOR ELECTRIFIED HARDWARE - (7' X 2 DOORS = 14)										
91	08	71	23	00	0406	MOD	For Heavy Duty, Add										\$97.13
							Quantity	Unit Price	Factor	=	Total						
						Installation	14.00	x 6.54	x 1.0608	=	97.13						
92	08	71	23	00	0421	EA	6 Wire Concealed Circuit Electric Hinge Option										\$393.24
							Quantity	Unit Price	Factor	=	Total						
						Installation	2.00	x 185.35	x 1.0608	=	393.24						
							MAIN & PATIO DOORS										
93	08	71	23	00	2178	EA	3' Push Bar Exit Device, Mortise Electric Latch Retraction, Von Duprin Series E9875/E9975Excludes power supply. Clear anodized satin aluminum US28 (BHMA 628) finish.										\$2,001.06
							Quantity	Unit Price	Factor	=	Total						
						Installation	1.00	x 1,752.27	x 1.0608	=	1,858.81						
						Demolition	1.00	x 134.10	x 1.0608	=	142.25						
							MAIN ENTRANCE FOR DOOR OPERATOR										
94	08	71	23	00	2178	MOD	For Quiet Electric Latch Retraction (QEL), Add										\$96.06
							Quantity	Unit Price	Factor	=	Total						
						Installation	1.00	x 90.55	x 1.0608	=	96.06						
95	08	71	23	00	2184	EA	Lever Trim (L) With 110NL Cylinder, Von Duprin Series 98/99Satin chrome plated US26D (BHMA 626) finish.										\$501.94
							Quantity	Unit Price	Factor	=	Total						
						Installation	1.00	x 441.74	x 1.0608	=	468.60						
						Demolition	1.00	x 31.43	x 1.0608	=	33.34						
							MAIN ENTRANCE EXT DOOR TRIM										
96	08	71	23	00	2202	EA	Power Supply For Chexit Or Electric Latch Devices (Von Duprin PS914)4 amp @ 12 volt DC, 2 amp @ 24 volt DC.										\$544.28
							Quantity	Unit Price	Factor	=	Total						
						Installation	1.00	x 513.08	x 1.0608	=	544.28						
							POWER SUPPLY FOR PANIC DEVICE										
97	08	71	23	00	2278	EA	Concealed (In Frame) Overhead Door Closer (LCN 5010)										\$975.60
							Quantity	Unit Price	Factor	=	Total						
						Installation	2.00	x 459.84	x 1.0608	=	975.60						
							DOOR CLOSER - MAIN & PATIO DOORS										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

06 - MAIN ENTRANCE AND PATIO DOOR - ADA DOOR OPERATOR

98	08	71	23	00	2299		EA	Entrance/Office F41 Pre-Assembled LocksetLocked with key outside and push button inside.								\$739.90
								Quantity		Unit Price		Factor	=		Total	
							Installation	1.00	x	676.54	x	1.0608	=		717.67	
							Demolition	1.00	x	20.95	x	1.0608	=		22.22	
							PATIO DOOR - ELECTRIFIED HARDWARE									
99	08	71	23	00	2488		EA	Stainless Steel Body Electric Strike (Von Duprin 6215)								\$1,123.54
								Quantity		Unit Price		Factor	=		Total	
							Installation	2.00	x	529.57	x	1.0608	=		1,123.54	
							MAIN & PATIO ENTRANCE									
100	08	71	23	00	2503		EA	Electrified Mortise Lock OptionExcludes the lock. This task is used in conjunction with other locks in the CTC to electrify the lock.								\$142.65
								Quantity		Unit Price		Factor	=		Total	
							Installation	1.00	x	134.47	x	1.0608	=		142.65	
							PATIO DOOR - ELECTRIFIED LOCK OPTION									
101	08	71	23	00	2509		EA	9 Amp At 12 Volt DC, 6 Amp At 24 Volt DC, Door Hardware Power Supply								\$1,599.90
								Quantity		Unit Price		Factor	=		Total	
							Installation	2.00	x	754.10	x	1.0608	=		1,599.90	
							POWER SUPPLY FOR DOOR OPERATORS - MAIN & PATIO									
102	09	01	20	91	0003		SF	>2 To 4 SF, Cut And Patch Hole In Drywall To Match ExistingPer location.								\$443.33
								Quantity		Unit Price		Factor	=		Total	
							Installation	32.00	x	13.06	x	1.0608	=		443.33	
							CUT & PATCH FOR CONDUIT RUN - (4SF X 8 LOCS = 32)									
103	09	51	13	00	0044		SF	Removal And Reinstallation Of Acoustical Ceiling Tile And Grid, 2' x 2' Or 2' x 4'								\$521.91
								Quantity		Unit Price		Factor	=		Total	
							Installation	400.00	x	1.23	x	1.0608	=		521.91	
							R&R EXISTING FOR CONDUIT RUN									
104	09	91	23	00	0062		SF	Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush/Roller Work								\$27.58
								Quantity		Unit Price		Factor	=		Total	
							Installation	50.00	x	0.52	x	1.0608	=		27.58	
							TOUCH UP PAINT									
105	09	91	23	00	0062	0285	MOD	For Up To 100, Add								\$16.97
								Quantity		Unit Price		Factor	=		Total	
							Installation	50.00	x	0.32	x	1.0608	=		16.97	
106	09	91	23	00	0064		SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work								\$54.63
								Quantity		Unit Price		Factor	=		Total	
							Installation	50.00	x	1.03	x	1.0608	=		54.63	
							TOUCH UP PAINT									
107	09	91	23	00	0064	0271	MOD	For Each Coat With Egg Shell Finish, Add								\$0.53
								Quantity		Unit Price		Factor	=		Total	
							Installation	50.00	x	0.01	x	1.0608	=		0.53	
108	09	91	23	00	0064	0285	MOD	For Up To 100, Add								\$35.01
								Quantity		Unit Price		Factor	=		Total	
							Installation	50.00	x	0.66	x	1.0608	=		35.01	
109	26	01	20	91	0003		EA	Lock Out/Tag Out Breaker Or Motor Starter								\$46.08
								Quantity		Unit Price		Factor	=		Total	
							Installation	2.00	x	21.72	x	1.0608	=		46.08	
							LOTO									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

06 - MAIN ENTRANCE AND PATIO DOOR - ADA DOOR OPERATOR

110	26	05	33	13	0008	CLF	3/4" Electrical Metallic Tubing (EMT) With 4 #12 THHN/THWN AssemblyIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.					\$1,979.72
						Installation	Quantity		Unit Price		Factor	Total
							2.50	x	746.50	x	1.0608	= 1,979.72
						POWER FOR DOOR OPERATOR - MAIN & PATIO DOORS						

Subtotal for 06 - MAIN ENTRANCE AND PATIO DOOR - ADA DOOR OPERATOR	\$21,173.26
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08 - FRONT ENTRANCE WALKWAY PATH

111	01	22	16	00	0002	EA	Reimbursable Fees	Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.									\$182.01
									Quantity		Unit Price		Factor	=		Total	
						Installation			165.46	x	1.00	x	1.1000	=		182.01	
								BOND FEE - (\$8,272.99 X 2% = \$165.46)									
112	01	22	20	00	0091	HR	Flagperson For Traffic Control										\$615.52
									Quantity		Unit Price		Factor	=		Total	
						Installation			8.00	x	72.53	x	1.0608	=		615.52	
113	01	22	23	00	1443	WK	500 To 600 Gallon Water Trailer With Pump										\$318.51
									Quantity		Unit Price		Factor	=		Total	
						Installation			1.00	x	300.25	x	1.0608	=		318.51	
								DUST CONTROL & COMPACTION									
114	01	56	26	00	0143	LF	Temporary 6' High Chain Link Fence Panels (Portable), Up To 6 Months										\$269.23
									Quantity		Unit Price		Factor	=		Total	
						Installation			60.00	x	4.23	x	1.0608	=		269.23	
								DEMARCATÉ WORK ZONE									
115	01	56	26	00	0143	0082	MOD	For Shade Cloth, Add									\$162.30
									Quantity		Unit Price		Factor	=		Total	
						Installation			60.00	x	2.55	x	1.0608	=		162.30	
116	01	56	26	00	0158	BAG	Temporary Chain Link Fence Panels (Portable) Sandbag	Includes placement and removal.									\$74.47
									Quantity		Unit Price		Factor	=		Total	
						Installation			12.00	x	5.85	x	1.0608	=		74.47	
								TEMP FENCE POST - (60' / 10'OC X 2EA = 12)									
117	01	74	19	00	0017	EA	10 CY Low-Boy Dumpster "Concrete Or Asphalt Only"	Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Concrete or asphalt only.									\$710.70
									Quantity		Unit Price		Factor	=		Total	
						Installation			1.00	x	669.97	x	1.0608	=		710.70	
								DEBRIS - EXCESS SOIL, ASPHALT, CONCRETE									
118	02	41	13	13	0038	SF	>3" To 6" By Hand, Break-up And Remove Bituminous Paving										\$134.62
									Quantity		Unit Price		Factor	=		Total	
						Installation			30.00	x	4.23	x	1.0608	=		134.62	
								MISC DEMO FOR WALKWAY & CURB TRANSITION - (15' X 2' = 30)									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

08 - FRONT ENTRANCE WALKWAY PATH

119	02	41	19	13	0063	EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.									\$815.76
						Installation	Quantity	Unit Price	Factor	=	Total					
							1.00	x	769.00	x	1.0608	=	815.76			
120	03	21	11	00	0251	EA	Dowels Or Hairpin, 1/2" x 30" Length, Drilled And Epoxy In Concrete, 6" Embedment									\$82.66
						Installation	Quantity	Unit Price	Factor	=	Total					
							4.00	x	19.48	x	1.0608	=	82.66			
							CURB DOWEL TRANSITION									
121	10	14	53	00	0015	EA	9" x 18" Aluminum Engineer Grade Traffic Sign									\$43.60
						Installation	Quantity	Unit Price	Factor	=	Total					
							1.00	x	41.10	x	1.0608	=	43.60			
							ADA SIGNAGE									
122	10	14	53	00	0173	EA	Post Cap And Single Bracket For Street Sign									\$18.94
						Installation	Quantity	Unit Price	Factor	=	Total					
							1.00	x	17.85	x	1.0608	=	18.94			
							ADA SIGNAGE									
123	10	14	53	00	0211	EA	10' Galvanized Steel Square Sign Post									\$147.38
						Installation	Quantity	Unit Price	Factor	=	Total					
							1.00	x	138.93	x	1.0608	=	147.38			
							ADA SIGNAGE									
124	31	13	13	00	0035	EA	Removal Of 18" To 24" Shrub, Broadleaf Evergreen									\$79.84
						Installation	Quantity	Unit Price	Factor	=	Total					
							2.00	x	37.63	x	1.0608	=	79.84			
							REMOVE 2 SHRUBS FOR NEW WALKWAY PATH									
125	31	23	16	13	0007	CY	Excavation For Trenching By Hand In SoilIncludes stockpiling excess materials and trimming sides and bottom of trench.									\$347.71
						Installation	Quantity	Unit Price	Factor	=	Total					
							3.00	x	109.26	x	1.0608	=	347.71			
							WALKWAY PATH - EXCAVATION - (15' X 5' X 14" = 3)									
126	31	23	16	13	0014	CY	Compaction of Fill or Subbase for Trenches by Hand									\$108.93
						Installation	Quantity	Unit Price	Factor	=	Total					
							3.00	x	34.23	x	1.0608	=	108.93			
							WALKWAY PATH - COMPACTION - (15' X 5' X 14" = 3)									
127	31	23	16	13	0017	CY	Load Excess Material by Hand for Removal from Excavation for Trenching									\$254.97
						Installation	Quantity	Unit Price	Factor	=	Total					
							3.00	x	80.12	x	1.0608	=	254.97			
							WALKWAY PATH - EXCESS SOIL - (15' X 5' X 14" = 3)									
128	31	24	13	00	0020	SY	Finish Grade Roadway, Parking Areas, Landscaping And Embankments By Machine									\$6.96
						Installation	Quantity	Unit Price	Factor	=	Total					
							8.00	x	0.82	x	1.0608	=	6.96			
							WALKWAY PATH - (15' X 5' / 9 = 8)									
129	31	24	13	00	0021	LF	Finish Grade For Curb									\$24.66
						Installation	Quantity	Unit Price	Factor	=	Total					
							25.00	x	0.93	x	1.0608	=	24.66			
							WALKWAY PATH - CURB REPAIR									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 069024.00

Work Order Title: Las Palmas Park rehab project

08 - FRONT ENTRANCE WALKWAY PATH

130	31	25	14	23	0002	BAG	50 LB Capacity Sand Bag With Sand						\$122.84
						Installation	Quantity 20.00	x	Unit Price 5.79	x	Factor 1.0608	=	Total 122.84
						BMP							
131	31	25	14	26	0027	EA	Wattles (Sterile Straw Filled Rolls), 9" x 25'						\$134.30
						Installation	Quantity 1.00	x	Unit Price 126.60	x	Factor 1.0608	=	Total 134.30
						BMP							
132	32	01	17	63	0022	EA	Asphalt Placement For Small Repair Areas, Hot Mix Modified, Up To 3 TonsFor small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.						\$1,940.81
						Installation	Quantity 1.00	x	Unit Price 1,829.57	x	Factor 1.0608	=	Total 1,940.81
						WALKWAY PATH - ASPHALT REPAIR							
133	32	11	26	19	0002	CY	Bituminous Stabilized Base Course3/4" ASTM C33.						\$96.76
						Installation	Quantity 1.00	x	Unit Price 91.21	x	Factor 1.0608	=	Total 96.76
						WALKWAY PATH - BASE - (15' X 5' X 4" = 1)							
134	32	12	13	19	0003	SY	Surface Prime Coat, 0.30 Gallon/SY						\$9.59
						Installation	Quantity 8.00	x	Unit Price 1.13	x	Factor 1.0608	=	Total 9.59
						WALKWAY PATH - (15' X 5' / 9 = 8)							
135	32	12	13	19	0003	MOD	For Up To 150, Add						\$2.12
					0366	Installation	Quantity 8.00	x	Unit Price 0.25	x	Factor 1.0608	=	Total 2.12
136	32	16	13	13	0008	LF	6" x 18" Cast In Place Concrete Curb						\$871.98
						Installation	Quantity 30.00	x	Unit Price 19.38	x	Factor 1.0608	=	Total 616.75
						Demolition	Quantity 30.00	x	Unit Price 8.02	x	Factor 1.0608	=	255.23
						WALKWAY PATH - CURB REPAIR							
137	32	16	13	13	0008	MOD	For >20 To 50, Add						\$216.40
					0072	Installation	Quantity 30.00	x	Unit Price 6.80	x	Factor 1.0608	=	Total 216.40
138	32	17	23	13	0070	LF	Single 4" Wide Solid Line, Painted Pavement Striping for Parking Areas						\$86.99
						Installation	Quantity 100.00	x	Unit Price 0.82	x	Factor 1.0608	=	Total 86.99
						CROSS HATCH							
139	32	17	23	13	0087	EA	Handicap Symbol For Standard Parking Stalls, Painted Pavement Marking For Parking AreasApproximate overall dimensions: 2-2/3' width x 3' height. White or blue symbol. Excludes striping.						\$24.39
						Installation	Quantity 1.00	x	Unit Price 22.99	x	Factor 1.0608	=	Total 24.39
						ADA							
140	32	17	23	13	0087	MOD	For Blue Background With White Symbol And Border, Add						\$23.14
					0334	Installation	Quantity 1.00	x	Unit Price 21.81	x	Factor 1.0608	=	Total 23.14

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 069024.00**Work Order Title:** Las Palmas Park rehab project**08 - FRONT ENTRANCE WALKWAY PATH**

141	32	31	13	13	0011	VLF	18" Diameter Hole, Auger By Machine Fence Post Hole In Soil												\$63.30
							Quantity			Unit Price		Factor	=		Total				
						Installation	3.00	x		19.89	x	1.0608	=		63.30				
							SIGN POST												
142	32	31	13	13	0028	VLF	18" Diameter, Concrete Fill For Post Hole												\$80.71
							Quantity			Unit Price		Factor	=		Total				
						Installation	3.00	x		25.36	x	1.0608	=		80.71				
							SIGN POST												
143	32	31	13	13	0054	VLF	18" Diameter, Compacted Earth Fill For Post Hole												\$53.37
							Quantity			Unit Price		Factor	=		Total				
						Installation	3.00	x		16.77	x	1.0608	=		53.37				
							SIGN POST												
144	32	84	23	00	0028	EA	4" Pop-Up Height, 3/4" Inlet, Up To 55' Spacing, Gear-Drive, Rotary Sprinkler Head With Check Valve And Pressure Regulator (Rain Bird® 5004+FCRS)												\$183.56
							Quantity			Unit Price		Factor	=		Total				
						Installation	4.00	x		33.46	x	1.0608	=		141.98				
						Demolition	4.00	x		9.80	x	1.0608	=		41.58				
							SPRINKLER MODIFICATIONS												
145	32	84	23	00	0433	LF	3/4" Schedule 40 Polyvinyl Chloride (PVC) Pipe With Fittings												\$145.97
							Quantity			Unit Price		Factor	=		Total				
						Installation	40.00	x		2.42	x	1.0608	=		102.69				
						Demolition	40.00	x		1.02	x	1.0608	=		43.28				
							SPRINKLER MODIFICATIONS												
Subtotal for 08 - FRONT ENTRANCE WALKWAY PATH																			\$8,455.00

Proposal Total**\$110,652.60**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



Subcontractor Listing

Date: October 01, 2019

Re: IQC Master Contract #: CA-08-SL-B-B-030618-VCI
Work Order #: 069024.00
Owner PO #:
Title: Las Palmas Park rehab project
Contractor: Vincor Construction Inc.
Proposal Value: \$110,652.60

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT

made by and between

Vincor Construction Inc.
2707 Saturn Street
Brea, CA 92821

and

Sourcewell
202 12th Street NE
PO Box 219
Staples, MN 56479
Phone: (218) 894-1930 or (888) 894-1930

Whereas: "Vendor" and "Sourcewell" have entered into 1) an "Acceptance of Bid and IFB CA-08-SL-B-B-030618-VCI" with an effective date of April 4, 2018, a maturity date of April 3, 2022, and which are subject to annual renewals at the option of both parties.

MODIFICATION: FIRST RENEWAL OPTION PERIOD

Pursuant to the agreement between the parties, the following are the Adjustment Factors for the next option period:

Base Year		
	Date	Index
1	March 2017	10277.62
2	April 2017	10678.15
3	May 2017	10692.17
4	June 2017	10707.81
5	July 2017	10789.26
6	August 2017	10841.56
7	September 2017	10822.82
8	October 2017	10817.11
9	November 2017	10870.06
10	December 2017	10873.56
11	January 2018	10878.01
12	February 2018	10889.17

Base Average
10761.4416

Option Year		
	Date	Index
1	March 2018	10958.79
2	April 2018	10971.91
3	May 2018	11012.77
4	June 2018	11067.00
5	July 2018	11116.07
6	August 2018	11124.49
7	September 2018	11169.87
8	October 2018	11169.68
9	November 2018	11183.93
10	December 2018	11185.44
11	January 2019	11205.73
12	February 2019	11217.90

Option Average
11115.2983


Price Adjustment: $\frac{\text{First Year Index Average}}{\text{Base Year Index Average}} = \frac{11115.2983}{10761.4416} = 1.0329$

	AWARD MULTIPLIER	x	PRICE ADJUSTMENT	=	OPTION MULTIPLIER
# CA-08-SL-B-B-030618-VCI					
Non Pre-Priced Adjustment Factor	1.1351		1.0000		1.1351
Normal Working Hours Prevailing Wage	1.0270		1.0329		1.0608
Normal Working Hours Non-Prevailing Wage	0.5405		1.0329		0.5583
Other Than Normal Working Hours Prevailing Wage	1.0271		1.0329		1.0609
Other Than Normal Working Hours Non-Prevailing Wage	0.5406		1.0329		0.5584


Now therefore:

"Vendor" and "Sourcewell" hereby desire and agree to extend and renew the above defined contracts and with the above identified modifications for the period of April 4, 2019 through April 3, 2020.

Sourcewell

By:  , Its: Director of Cooperative Contracts and Procurement/CPO
 Name printed or typed: Jeremy Schwartz
 Date: 2/25/2019 | 7:23 PM CST

Vincor Construction Inc. - #CA-08-SL-B-B-030618-VCI

By:  , Its: President
 Name printed or typed: Vincent Cortes
 Date: 2/25/2019 | 3:59 PM CST

 If you do not want to extend contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract.

Signature: _____, Date: _____

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Book 1 – Project Information, Instructions to Bidders and Execution Documents



INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: CA08SLBB-030618

GEOGRAPHIC AREA State of California - Southland

This Agreement dated April 04, 2018, by and between the National Joint Powers Alliance, hereinafter referred to as NJPA and Vincor Construction, Inc.
at the following address 2651 Saturn Street, Brea, CA 92821

hereinafter referred to as the CONTRACTOR.

WITNESSETH: NJPA and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Purchase Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by an NJPA Member in connection with any Project, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

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ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Purchase Order in accordance with the procedures for developing Purchase Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Purchase Order developed in accordance with this Agreement will be issued by an individual NJPA Member. The Purchase Order will require the Contractor to perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price.
- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$ 4,700,000. This is only an estimate and may increase or decrease at the discretion of NJPA.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors:

TO BE ENTERED BY NJPA:

- a. Normal Working Hours Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0270

(Specify to four (4) decimal places)

- b. Other Than Normal Working Hours Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0271

(Specify to four (4) decimal places)

- c. Normal Working Hours Non Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

0.5405

(Specify to four (4) decimal places)

- d. Other Than Normal Working Hours Non Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

0.5406

(Specify to four (4) decimal places)

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- e. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1. 1351.
(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

- A. This Agreement has an initial term of one (1) year and a bilateral option provision for three (3) additional terms. The total term of the Agreement cannot exceed four (4) years. One additional one-year renewal-extension may be offered by NJPA to Contractor beyond the original three-year term if NJPA deems such action to be in the best interests of NJPA and its Members. The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. NJPA may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. NJPA selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary ezIQCC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by NJPA and NJPA Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Agreement for NJPA and NJPA Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Agreement or Gordian's contract with NJPA, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to NJPA and NJPA Members under this Agreement ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Agreement expires or terminates as provided herein, or the Gordian's contract with NJPA expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets.

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Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.
- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Agreement or any Purchase Order, Order or similar purchasing document (Purchase Order) issued by NJPA or an NJPA Member, this IQCC System License shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

National Joint Powers Alliance



Authorized Signature

Jeremy Schwartz-Director of Operations & Procurement/CPO
Print Name

Contractor



Authorized Signature

Vincent Cortes
Print Name

Contract Number: CA-08-SL-B-B-030618-VC1 (assigned by NJPA)

RESOLUTION NO. 7987**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2019-2020 ADOPTED ON JULY 1, 2019**

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2019-2020, commencing July 1, 2019, and ending June 3, 2020; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, the City has accrued Safe Neighborhood Parks Proposition Prop. A Maintenance and Services Funds available to complete the Las Palmas Park Banquet Room and Lobby Renovation Project; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2019 and ending June 31, 2020, a copy of which is on file in the City Clerk's office, was adopted on July 1, 2019.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The following adjustment are made to the Budget:

CAPITAL GRANTS: Recreation and Community Services Grant Capital Projects (010):

Increase in Revenues	\$1,290
010-3683-3709	

Increase in Expenditures	\$1,290
010-422-3709-4600	

PASSED, APPROVED, AND ADOPTED this 20th day of April, 2020.

Joel Fajardo, Mayor

ATTEST:

Cynthia Alba, Deputy 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 20th day of April, 2020, by the following vote wit:

AYES:

NOES:

ABSENT:

Cynthia Alba, Deputy City Clerk

ATTACHMENT "C"

Reception Desk Left View



ATTACHMENT "C"

Reception Desk Right View



ATTACHMENT "C"

Reception Desk Front View



ALHAMBRA GLASS CO., INC.

2904 W. Valley Blvd.
Alhambra, California 91803
Ph.: (626) 282-9976 • Fax: (626) 282-2185
www.alhambraglass.com
alhambraglass@yahoo.com

JOB LAS PALMAS PARK

SHEET NO. _____ OF _____

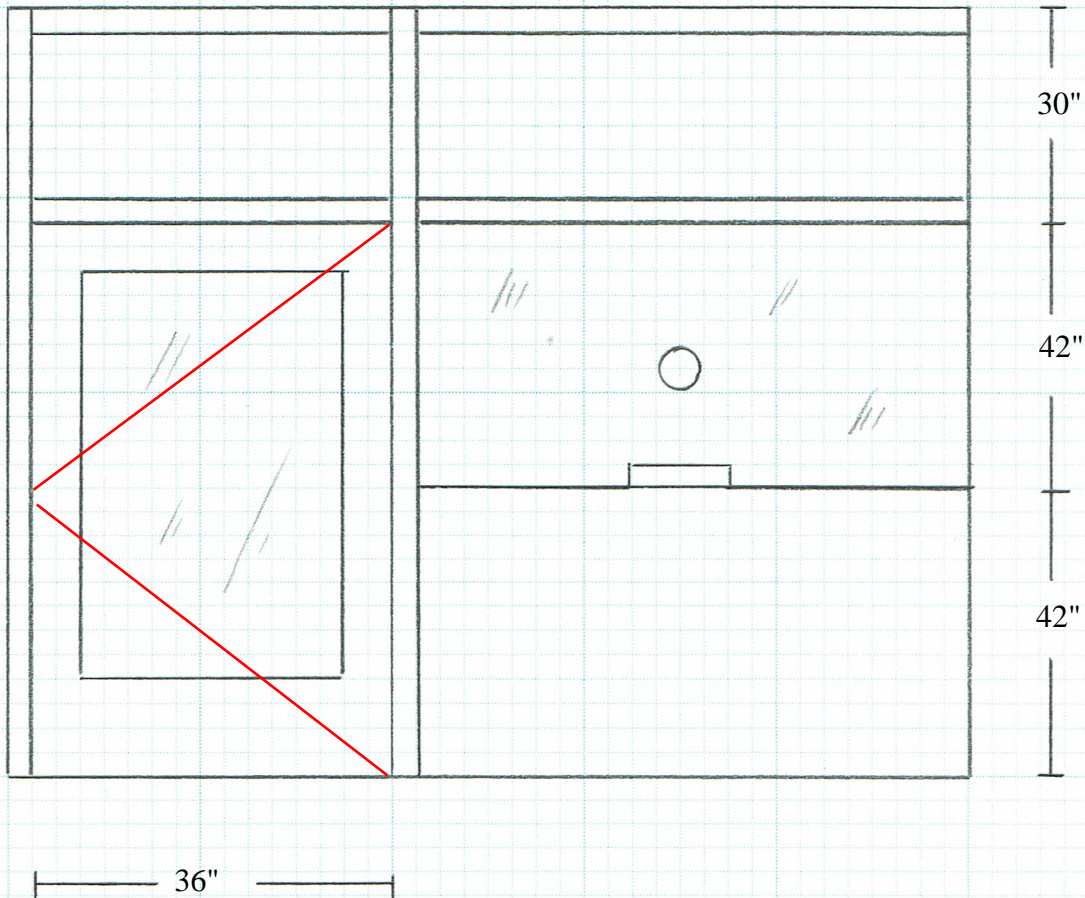
CALCULATED BY _____ DATE _____

CHECKED BY _____ DATE 3/10/20

SCALE _____

(3) ELEVATIONS 3/8" CLEAR LAMINATED GLASS 4" HOLE FOR
SPEAK THRU AND 12" X 2" PAPER PASS THRU
3/8" GLASS IS 3/16" CLEAR GLASS / 0.30 CLR. INTERLAYER / 3/16" CLEAR GLASS

MEDIUM STYLE DOOR WITH PULL HANDLE AND CLOSER



ALHAMBRA GLASS CO., INC.

2904 W. Valley Blvd.
Alhambra, California 91803
Ph.: (626) 282-9976 • Fax: (626) 282-2185
www.alhambraglass.com
alhambraglass@yahoo.com

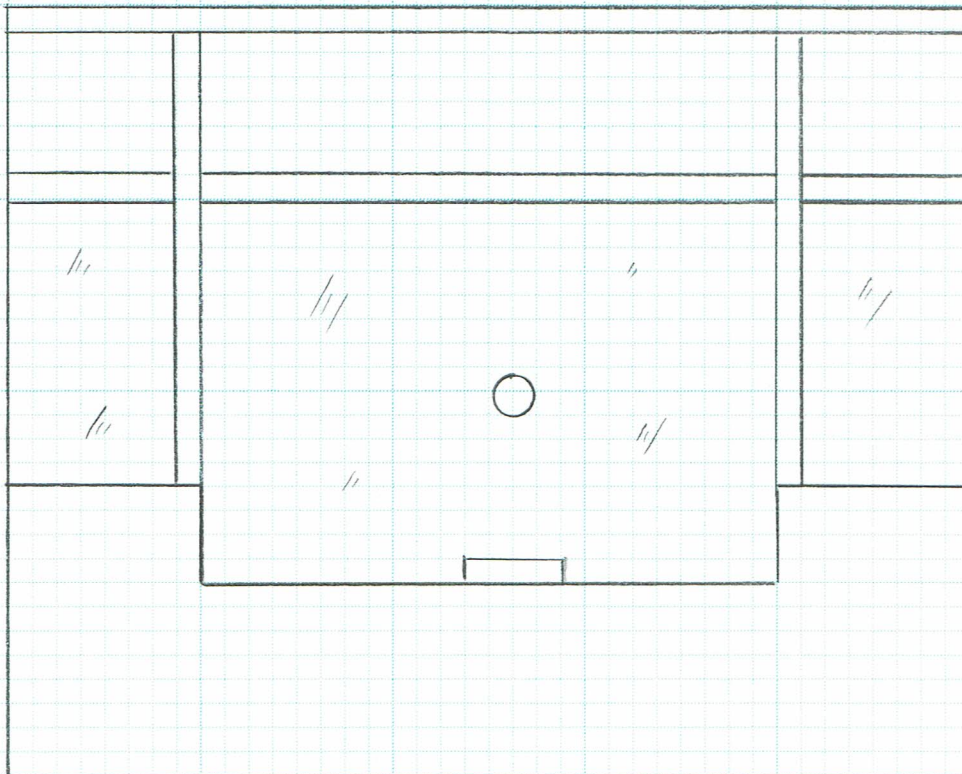
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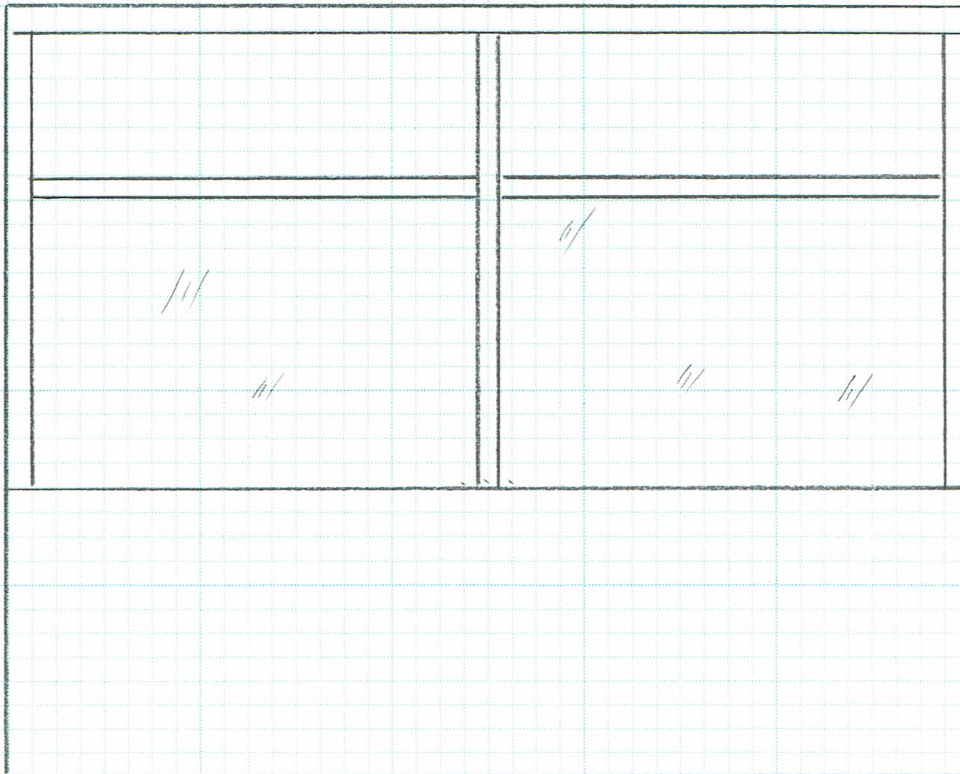
JOB LAS PALMAS PARK

SHEET NO. _____ OF _____

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CHECKED BY _____ DATE 3/10/20

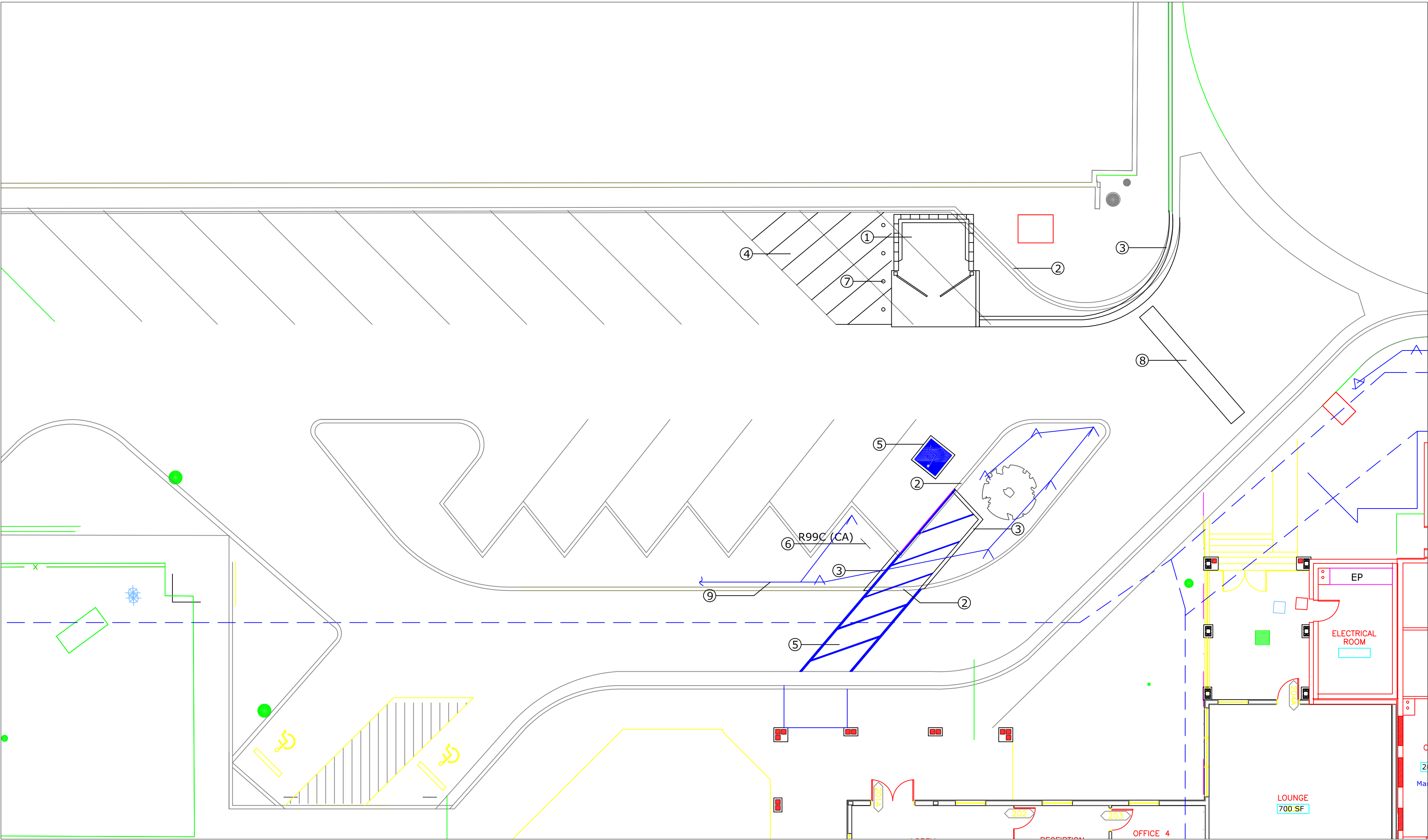
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ATTACHMENT "E"

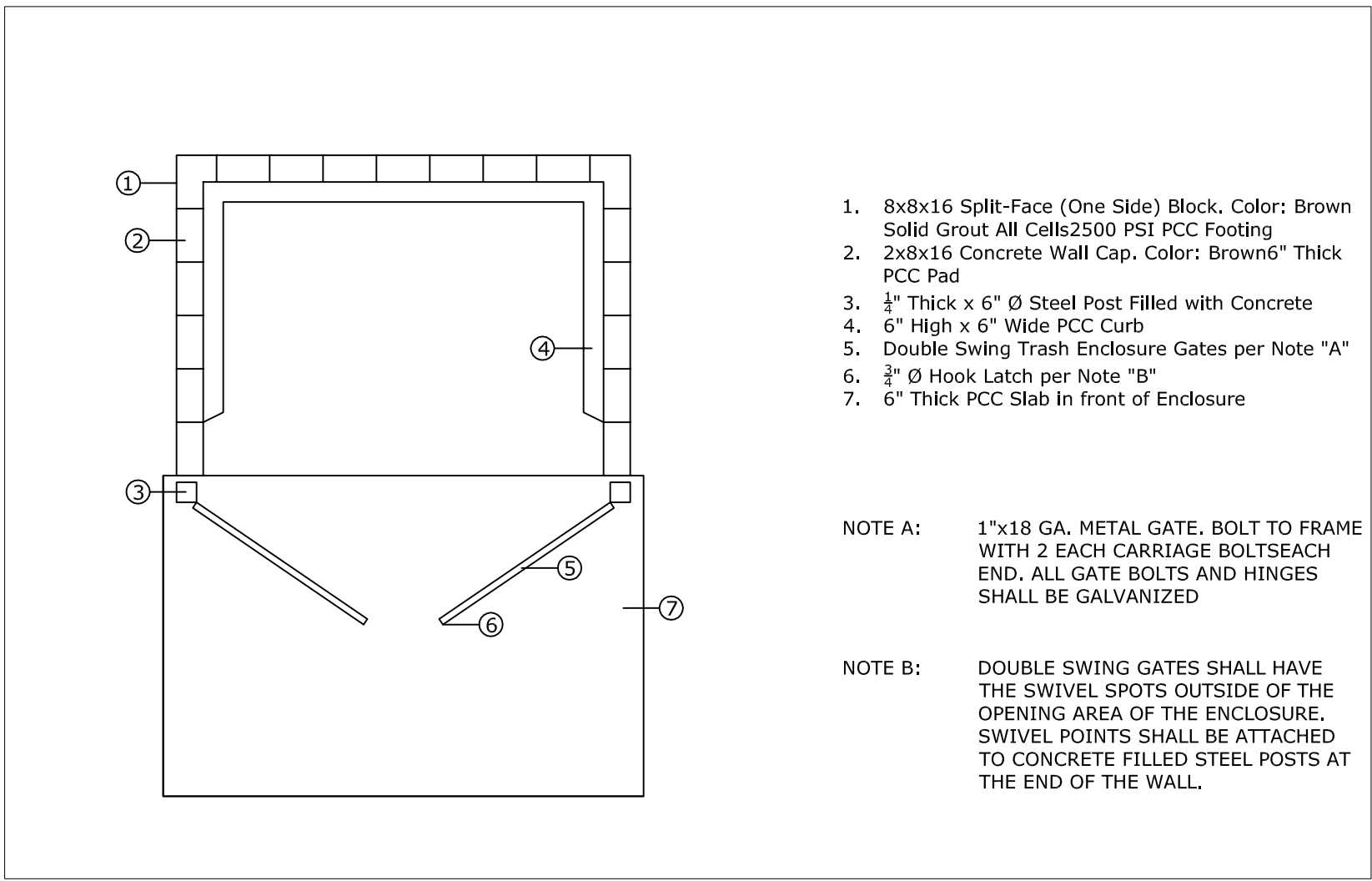
Las Palmas Park ADA Parking





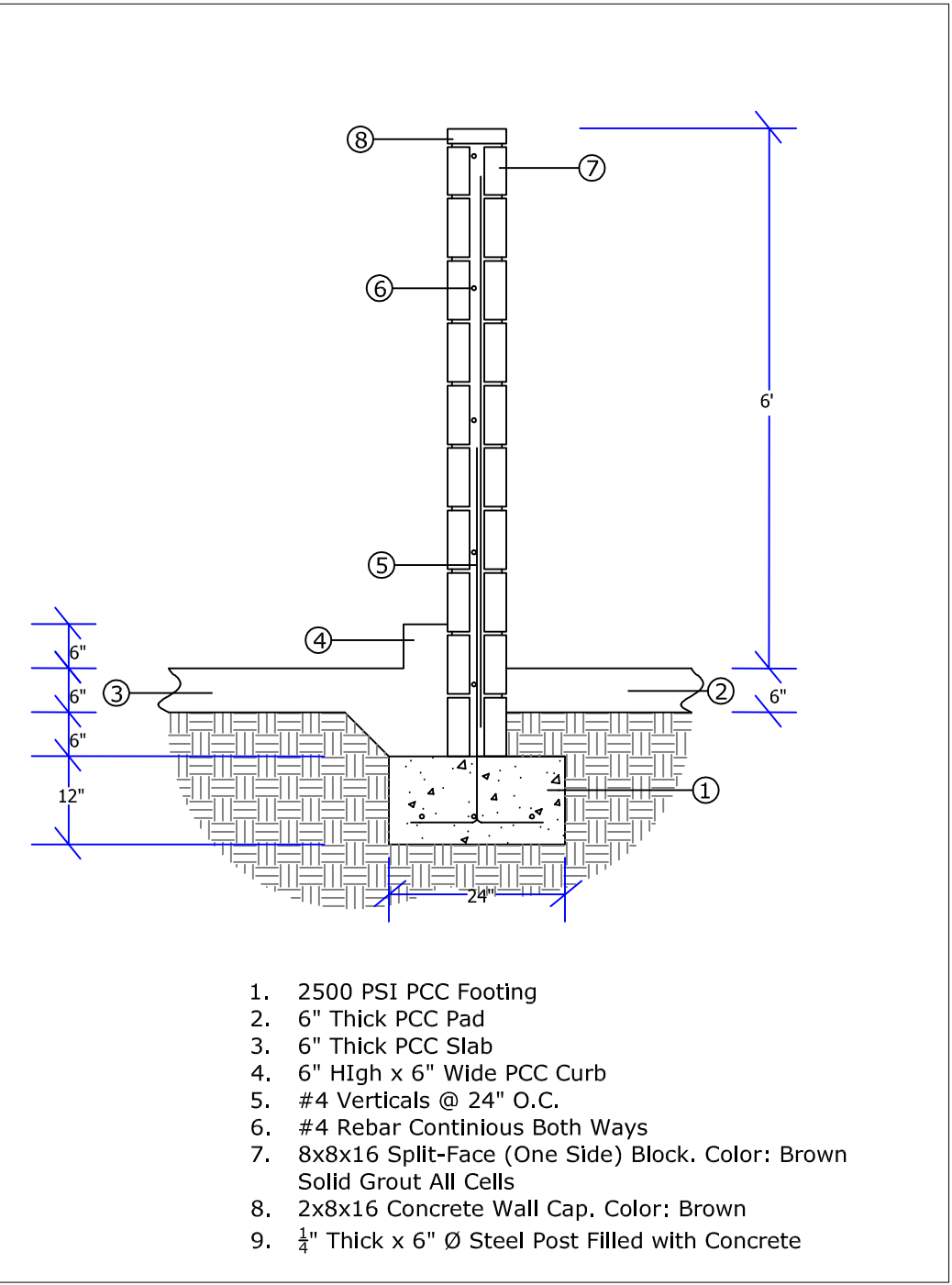
CONSTRUCTION NOTES:

- 1 Construct Trash Enclosure per Detail "A"
- 2 Remove existing PCC Curb and Gutter
- 3 Construct 6" PCC Curb
- 4 Construct 2' Wide PCC Gutter
- 5 Install Pavement Marking
- 6 Install Signage
- 7 Install Concrete-filled Bollard, Paint Yellow
- 8 Install Low Profile Traffic Spikes
- 9 Re-plumb Irrigation System

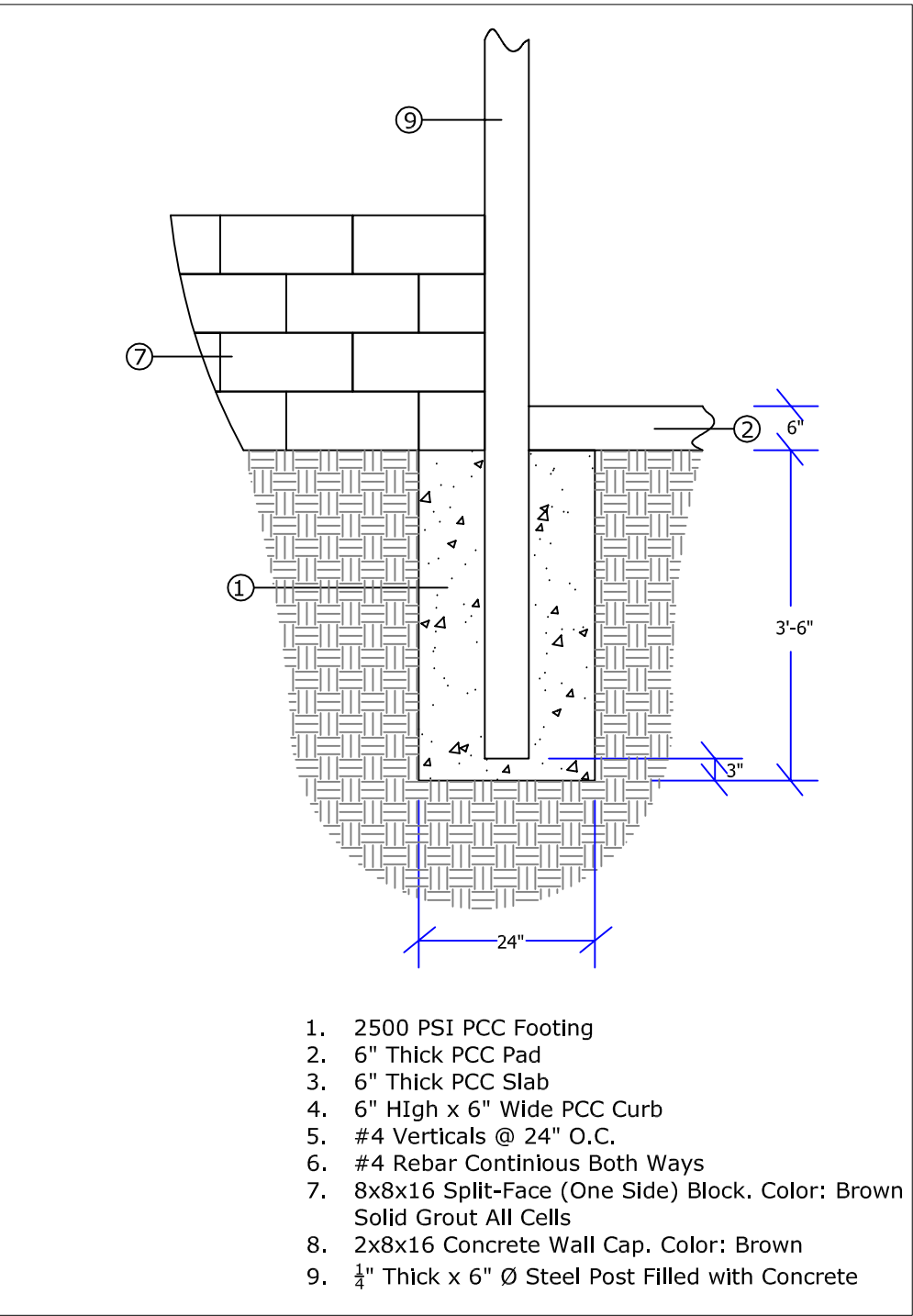


DETAIL A - Trash Enclosure Scale 1/4" = 1'

PRELIMINARY DESIGN - NOT FOR CONSTRUCTION



DETAIL A - Enclosure Wall Scale 1/2" = 1'



DETAIL B - Post Detail Scale 1/2" = 1'