

MAYOR/CHAIR MARY MENDOZA
VICE MAYOR/VICE CHAIR HECTOR A. PACHECO
COUNCILMEMBER/BOARDMEMBER SYLVIA BALLIN
COUNCILMEMBER/BOARDMEMBER CINDY MONTAÑEZ
COUNCILMEMBER/BOARDMEMBER CELESTE T. RODRIGUEZ

## CITY OF SAN FERNANDO

CITY COUNCIL
AND SUCCESSOR AGENCY TO THE
SAN FERNANDO REDEVELOPMENT AGENCY
REGULAR MEETING AGENDA SUMMARY
MONDAY, AUGUST 1, 2022 - 6:00 PM

CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340
TELECONFERENCE – PURSUANT TO PROVISIONS OF ASSEMBLY BILL 361

## **SPECIAL NOTICE REGARDING COVID-19**

**NOTICE OF TELECONFERENCE:** Pursuant to Adopted Resolution No. 8098 by the City Council of the City of San Fernando, effective January 12, 2022, the City of San Fernando's Legislative Bodies may participate via teleconference and/or video in Accordance with Government Code Section 54953 as permitted under the provisions of Assembly Bill 361

## **PUBLIC PARTICIPATION OPTIONS**

## **WATCH THE MEETING:**

Live stream with audio and video, via YouTube Live, at:

https://www.youtube.com/c/CityOfSanFernando

Note: Comments submitted via YouTube will not be read into the record.

## **SUBMIT PUBLIC COMMENT IN PERSON:**

Members of the public may provide comments in person in the City Council Chambers during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

## **SUBMIT PUBLIC COMMENT VIA EMAIL:**

Members of the public may submit comments by email to cityclerk@sfcity.org no later than 5:00 p.m. the day of the meeting, to ensure distribution to the City Council prior to consideration of the agenda. Comments received via email will be distributed to the City Council, read into the record, limited to three minutes, and made part of the official public record of the meeting.

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## CALL-IN TO PROVIDE PUBLIC COMMENT LIVE AT THE MEETING:

Members of the public may call-in between 6:00 p.m. and 6:15 p.m. Comments will be heard in the order received, and limited to three minutes. If necessary, the call-in period may be extended by the Mayor. Note: This is audio only and no video.

Call-in Telephone Number: (669) 900-6833

Meeting ID: 833 6022 0211

**Passcode: 924965** 

When connecting to the Zoom meeting to speak, you will be placed in a virtual "waiting area," with your audio disabled, until it is your turn to speak and limited to three minutes.

## **CALL TO ORDER/ROLL CALL**

## **PLEDGE OF ALLEGIANCE**

Led by City Clerk Julia Fritz

## **APPROVAL OF AGENDA**

Recommend that the City Council approve the agenda as presented and move that all ordinances presented tonight be read in title only as authorized under Government Code Section 36934.

### **PRESENTATIONS**

- A. PRESENTATION OF CERTIFICATE OF APPRECIATION HONORING VIOLETA ESCAMILLA QUINTERO FOR HER MANY YEARS TEACHING MUSIC TO SENIORS AT THE LAS PALMAS SENIOR CLUB
- B. PRESENTATION OF CERTIFICATE OF APPRECIATION HONORING SUZANNE LLAMAS FOR HER SERVICE AS A COMMISSIONER ON THE EDUCATION COMMISSION
- C. PRESENTATION OF CERTIFICATES OF APPRECIATION AND PRESENTATION OF RECOGNITION PLAQUES TO ROBERT ORDELHEIDE, ED MICHEL, HOLLY SCOTT AND WARREN MAURAN FOR THEIR VOLUNTEER SERVICES TO THE COMMUNITY

## **DECORUM AND ORDER**

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Members of the public 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.



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## **PUBLIC STATEMENTS**

Members of the public may **provide comments in person in the City Council Chambers** during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

Members of the public may submit comments by email to <u>cityclerk@sfcity.org</u> no later than **5:00 p.m. the day of the meeting** to ensure distribution to the City Council and read into the record.

Members of the public may provide a live public comment by calling in between 6:00 p.m. and 6:15 p.m. CALL-IN INFORMATION: Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; Passcode: 924965

## **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) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES FOR THE JULY 5, 2022 SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
  - Recommend that the City Council adopt Resolution No. 22-081 approving the Warrant Register.
- 3) CONSIDERATION TO ADOPT A RESOLUTION RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD OF AUGUST 13, 2022 TO SEPTEMBER 11, 2022, OF THE CITY OF SAN FERNANDO'S LEGISLATIVE BODIES IN COMPLIANCE WITH GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS OF ASSEMBLY BILL 361
  - Recommend that the City Council adopt Resolution No. 8170 re-authorizing remote teleconference meetings for the period of August 13, 2022 to September 11, 2022, of the City of San Fernando's Legislative Bodies in compliance with Government Code Section 54953(E) and other applicable provisions of Assembly Bill 361.
- 4) CONSIDERATION TO APPROVE A REQUEST FROM KIDNEYS QUEST FOUNDATION TO USE THE CITY SEAL TO CO-SPONSOR THE 2022 HEALTH AND WELLNESS FAMILY FESTIVAL

Recommend that the City Council:

- a. Approve a request from Kidneys Quest Foundation to use the City Seal to co-sponsor the Kidneys Quest Foundations 2022 Health and Wellness Family Festival; and
- b. Authorize the City Manager to approve co-sponsorship of future Health and Wellness Events organized by Kidneys Quest Foundation.



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# 5) CONSIDERATION TO ACCEPT PROJECT COMPLETION AND AUTHORIZE THE RECORDATION OF THE NOTICE OF COMPLETION FOR THE PICO STREET IMPROVEMENT PROJECT, JOB NO. 7610, PLAN NO. P-731

Recommend that the City Council:

- a. Accept the improvements as constructed by Hardy & Harper, Inc., and consider the work completed;
- b. Authorize the issuance and filing of the "Notice of Completion" with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the five percent retention amount (\$25,093.17) after the 35-day lien period from the date the Notice of Completion is recorded.

## 6) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR CITY TRAFFIC ENGINEERING SERVICES WITH TOM BROHARD AND ASSOCIATES

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 2091) with Tom Brohard and Associates, in an amount not to exceed the annual City Council approved budgeted expenditure for City Traffic Engineering Services for a three-year term, with a City option to renew for two additional years; and
- b. Authorize the City Manager to execute the agreement and related documents.

## 7) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT FOR THE RESERVOIR 2A/5 SITE IMPROVEMENTS PROJECT, PLAN NO. P-738 AND JOB SPECIFICATIONS JOB NO. 7611

Recommend that the City Council:

- a. Accept the lowest responsive bid in the amount of \$364,125 from FS Contractors, Inc. for construction of these improvements;
- b. Approve a construction contract with FS Contractors, Inc. for an amount not-to-exceed \$364,125 (Contract No. 2092);
- Authorize the City Manager to execute change orders for an amount not-to-exceed 10% of the contract amount, or \$36,413, to cover costs of unforeseen conditions and execute all related documents;
- d. Adopt Resolution No. 8171 to approve amending Fiscal Year 2022-2023 Capital Improvement Budget by \$400,538 from the Water Enterprise Reserve Balance for the Well 2A, Well 3, and Lower Reservoir Upgrades Budget; and
- e. Approve the Notice of Exemption for the construction of the Reservoir 2A/5 Site Improvements Project and direct the City Clerk to file it with the Los Angeles County Recorder's Office.



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## **PUBLIC HEARING**

- 8) A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION MAKING CERTAIN FINDINGS IN ACCORDANCE WITH THE CALIFORNIA GOVERNMENT CODE, AND APPROVING AN ENERGY SERVICE CONTRACT WITH WILLDAN ENERGY SOLUTIONS FOR THE IMPLEMENTATION OF CERTAIN ENERGY RELATED IMPROVEMENTS AT CITY FACILITIES (THIS ITEM HAS BEEN CONTINUED TO A DATE UNCERTAIN)
- 9) A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION APPROVING TENTATIVE TRACT MAP NO. 2022-001 FOR A PROPOSED SUBDIVISION OF A 9.29-ACRE PARCEL DIVIDED INTO FIVE PARCELS FOR INDIVIDUAL OWNERSHIP IN THE HOME DEPOT/TARGET SHOPPING CENTER AT 12920 FOOTHILL BOULEVARD, ASSESSOR'S PARCEL NO. 2514-001-062

Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, adopt Resolution No. 8172 approving Tentative Tract Map No. 2022-001, for a proposed Subdivision of a 9.29-acre Parcel divided into five Parcels for Individual Ownership in the Home Depot/Target Shopping Center at 12920 Foothill Boulevard, Assessor's Parcel No. 2514-001-062, subject to the Conditions of Approval included as Exhibit "A" to the resolution.

## **ADMINISTRATIVE REPORTS**

10) RECEIVE AND FILE AN UPDATE REGARDING COVID-19 RESPONSE EFFORTS

Recommend that the City Council receive and file an update related to the City's COVID-19 efforts, including, but not limited to the City's COVID-19 planning, response, enforcement; education and outreach efforts; financial assistance programs and the pursuit of funding opportunities; COVID-19 related policy initiatives; and related recommendations, as appropriate.

11) CONSIDERATION AND DISCUSSION TO DESIGNATE A VOTING DELEGATE AND ALTERNATE(S) FOR THE 2022 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

Recommend that the City Council:

a. Designate a voting Delegate for the League of California Cities 2022 Annual Conference and Expo;



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- b. Designate up to two Alternate Voting Delegate(s) who may vote in the event that the designated Delegate is unable to serve in that capacity; and
- c. Authorize the City Clerk to execute and submit the 2022 Annual Conference Voting Delegate/Alternate Form to the League.

# 12) CONSIDERATION AND DISCUSSION TO DEVELOP A LANGUAGE ACCESS PLAN FOR MONOLINGUAL, SPANISH-SPEAKING RESIDENTS

This item was agendized by Councilmember Celeste Rodriguez.

## STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

## GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

**ADJOURNMENT** The meeting will adjourn to its next regular meeting.

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.

Julia Fritz, CMC

City Clerk

Signed and Posted: July 28, 2022 (5:00 p.m.)

The Regular Meetings of the City Council of the City of San Fernando also serves as concurrent Regular Meeting s of the Successor Agency to the San Fernando Redevelopment Agency, and, from time to time, such other bodies of the City composed exclusive of the Members of the City Council.

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's 'Internet website <a href="www.sfcity.org">www.sfcity.org</a>. 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 <a href="www.sfcity.org">www.sfcity.org</a>. 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 or <a href="cityclerk@sfcity.org">cityclerk@sfcity.org</a> at least 48 hours prior to the meeting.



# Regular Meeting San Fernando City Council and Successor Agency to the San Fernando Redevelopment Agency

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## SAN FERNANDO CITY COUNCIL MINUTES

## JULY 5, 2022 – 5:00 P.M. SPECIAL MEETING

# CITY HALL COUNCIL CHAMBERS 117 MACNEIL STREET SAN FERNANDO, CALIFORNIA 91340 TELECONFERENCE – PURSUANT TO PROVISIONS OF ASSEMBLY BILL 361

## CALL TO ORDER/ROLL CALL

Mayor Mendoza called the special meeting to order at 5:03 p.m.

Present:

Council: Mayor Mary Mendoza (via teleconference), Vice Mayor Hector A. Pacheco

and Councilmembers Sylvia Ballin, Cindy Montañez (via teleconference), and

Celeste Rodriguez (arrived at 5:55 p.m.)

Staff: City Manager Nick Kimball and Assistant City Attorney Richard Padilla

## **APPROVAL OF AGENDA**

Motion by Councilmember Ballin, seconded by Councilmember Montañez to approve the agenda. Motion carried with Councilmember Rodriguez absent.

## PUBLIC STATEMENTS - WRITTEN/ORAL None

## RECESS TO CLOSED SESSION (5:04 P.M.)

By consensus, Councilmembers recessed to Closed Session.

Councilmember Rodriguez arrived directly into Closed Session for consideration of Item A of the special meeting agenda.

## SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – JULY 5, 2022 Page 2

## A) CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO G.C. §54957.6:

**Designated City Negotiators:** 

City Manager Nick Kimball

Employees and Employee Bargaining Units:

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

## RECONVENE/REPORT OUT FROM CLOSED SESSION

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on July 5, 2022 at 5:00 p.m.

## **ADJOURNMENT**

The City Council adjourned the special meeting at 6:18 p.m. to the regular meeting at 6:00 p.m.

I do here	by (	certify t	hat th	e for	egoin	g is a t	rue	and
correct co	ору	of the	minute	s of	July 5	5, 2022,	Sp	ecial
Meeting,	as	approv	ed by	the	San	Fernan	do	City
Council.								
Julia Fritz,	CM	С						
City Clerk								

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## AGENDA REPORT

**To:** Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager

By: Erica D. Melton, Director of Finance/City Treasurer

**Date:** August 1, 2022

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

### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 22-081 (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/City Treasurer 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/City Treasurer 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. 22-081, including:

Exhibit A: Payment Demands/Voucher List

FINANCE DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-7307 WWW.SFCITY.ORG

**REVIEW:**  $\boxtimes$  Finance Director  $\square$  Deputy City Manager

### **RESOLUTION NO. 22-081**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND / WARRANT REGISTER NO. 22-081

# THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

- 1. That the Payment Demand/Voucher List (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 1<sup>st</sup> day of August, 2022.

ATTEST:	Mary Mendoza, Mayor of the City of San Fernando, California
Julia Fritz, City Clerk	

## **CERTIFICATION**

I, City Clerk of the City of San Fernando, California true, and correct copy of Resolution No. 22-081 w the City Council of the City of San Fernando, Califo 1 <sup>st</sup> day of August, 2022, by the following vote of the	which was regularly introduced and adopted by ornia, at a regular meeting thereof held on the
AYES:	
NAYS:	
ABSENT:	
ABSTAINED:	
IN WITNESS WHEREOF, I have here unto s City of San Fernando, California, this day o	set my hand and affixed the official seal of the of August, 2022.
	Julia Fritz, City Clerk

Page:

 vchlist
 Voucher List

 07/27/2022
 4:19:15PM
 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amour
227717	8/1/2022	894190 ABRIZ, ALMA	826653		FACILITY RENTAL DEP REFUND	
					001-2220	150.0
					Total :	150.0
227718	8/1/2022	888356 ADVANCED AUTO REPAIR	1534		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0370-4400	257.2
			1537		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0370-4400	344.6
			1547		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0225-4400	338.5
			1549		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0228-4400	2,155.7
			1552		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0225-4400	228.3
			1555		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0225-4400	344.5
			1556		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0224-4400	582.4
			1558		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0225-4400	380.9
			1559		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0225-4400	2,300.4
			1560		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0224-4400	275.0
			1561		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0225-4400	215.4
			1563		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0222-4400	2,198.3
			1565		PD VEH UNIT #22- MAINT., REPAIRS & I	
				12666	041-320-0225-4400	25,437.7
					Total :	35,059.4
227719	8/1/2022	894168 ALVARADO, MAYRA	DR#21-2677		BOOKING FEE REFUND~	
					001-3725-0000	135.0
					Total :	135.0

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
227720	8/1/2022	894078 AMERICAN BUSINESS BANK	P4		5% RETENTION HELD-SF PARK INFILTE	
					010-2037	49,182.13
					012-2037	5,688.60
					Total :	54,870.73
227721	8/1/2022	100172 AMERICAN RED CROSS	22441513		ADULT AND PEDIATRIC FIRST AID CPR	
					001-226-0230-4430	315.00
					Total :	315.00
227722	8/1/2022	887728 ANGEL MEMORIALS	202241		CESAR CHAVEZ PLAQUE	
					043-390-0000-4300	985.50
					Total :	985.50
227723	8/1/2022	894187 ARBITER INCORPORATED	1959		BACKFLOW SUPPLIES	
					070-383-0000-4300	243.52
					Total:	243.52
227724	8/1/2022	894169 ARCEO, ANGELICA	DR#22-0120		BOOKING FEE REFUND~	
	O/ I/LOLL	001100741020,7410221071	514/22 0120		001-3725-0000	135.00
					Total:	135.00
227725	8/1/2022	100222 ARROYO BUILDING MATERIALS, INC	272911		HARDWARE SUPPLIES & CONCRETE L	
ZZITZO	0/1/2022	100222 ARROTO BOLEBINO WATERIALO, INO	272311	12461	043-390-0000-4300	261.55
			272929		HARDWARE SUPPLIES & CONCRETE L	
				12461	043-390-0000-4300	261.55
			272934		HARDWARE SUPPLIES & CONCRETE L	
				12461	043-390-0000-4300	228.47
			273039	12461	HARDWARE SUPPLIES & CONCRETE L 001-311-0000-4300	181.18
			273267	12401	HARDWARE SUPPLIES & CONCRETE L	101.10
			210201	12461	001-311-0000-4300	47.87
				12461	043-390-0000-4300	213.68
			273342		HARDWARE SUPPLIES & CONCRETE L	
				12461	043-390-0000-4300	465.97
					Total :	1,660.27
227726	8/1/2022	889037 AT&T MOBILITY	287277903027X0708202		MODEM FOR ELECTERONIC MESSAGE	

rchlist 07/27/2022	4:19:15P	м	Voucher List CITY OF SAN FERNA	NDO	Pa	ge: 3
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
227726	8/1/2022	889037 AT&T MOBILITY	(Continued)			
					001-310-0000-4220	101.19
					Total :	101.19
227727	8/1/2022	890980 AVILA, JESSE H.	JULY 2022		GLACVCD TRUSTEE MEMBER STIPENI	
		300000 741E 4, 8E85E 11.	002. 2022		001-190-0000-4111	150.00
					Total:	150.00
227728	8/1/2022	892014 BERNAL, DAVID	APR-MAY 2022		COMMISSIONER'S STIPEND	
221120	0/1/2022	092014 DEINIAL, DAVID	ALIGNAL 2022		001-150-0000-4111	150.00
			JULY 2022		COMMISSIONER'S STIPEND	130.00
					001-150-0000-4111	75.00
					Total:	225.00
227729	8/1/2022	893591 BIOMEDICAL WASTE DISPOSAL	115339		BIOMEDICAL WASTE DISPOSAL	
					001-224-0000-4270	100.00
					Total:	100.00
227730	8/1/2022	888800 BUSINESS CARD	053122		REFRESHMENTS	
					001-101-0000-4300	28.28
			060122		MMC DESIGNATION	
					001-115-0000-4360	130.00
			060122		MEMBERSHIP RENEWAL	
					001-115-0000-4370	115.00
			060222		CITY EMAIL - JUNE 2022 001-135-0000-4260	1.677.02
			060322		WORKSHOP REGISTRATION	1,077.02
			000022		001-150-0000-4370	50.00
			060422		KEYBOARD TRAY	
					001-115-0000-4300	165.36
			060622		MEMBERSHIP DUES	
			00000		001-150-0000-4380	928.00
			060622		DINNER FOR CC & STAFF-CC MTG 06/( 001-101-0000-4300	99.23
			060622-1		FOLDING CHAIRS	99.23
			0000ZZ-1		001-422-0000-4300	160.71
			060622-2		SNACKS	

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227730	8/1/2022	888800 BUSINESS CARD	(Continued)			
			060722		001-101-0000-4300 SNACKS	21.86
			060722		001-101-0000-4300 MEMBERSHIP DUES	77.30
			060822		001-115-0000-4370 TABLES 004-2380	200.00 820.26
			060822		MEMBERSHIP DUES 001-115-0000-4370	200.00
			060822-2		ETHERNET NETWORK SWITCH 001-135-0000-4300	73.86
			060922		WHEEL KIT WITH TELESCOPE HANDLE 001-226-0230-4430	329.16
			061022		DUCT TAPE & FACIAL TISSUE 001-101-0000-4300	16.00
			061422		001-105-0000-4300 SUPPLIES-FATHER'S DAY DANCE	16.03
			061422		004-2380 RECRUITMENT ADVERTISEMENT	30.88
			061422-2		001-106-0000-4230 SUPPLIES-FATHER'S DAY DANCE	295.00
			061422-3		004-2380 SUPPLIES-FATHER'S DAY DANCE	132.24
			061622		004-2380 DAY CAMP FIELD TRIP	16.84
			061622-1		017-420-1399-4300 4TH OF JULY-PORTABLE RESTROOMS	1,000.00
			061622-2		001-1230 4TH OF JULY-PORTABLE RESTROOMS	719.00
			061722		001-1230 4TH OF JULY DECORATIONS	1,020.00
			061722-2		001-101-0000-4260 ANIT-FATIGUE MAT	164.14
			061922		001-115-0000-4300 4TH OF JULY DECORATIONS	25.35 30.84
					001-101-0000-4260	ა0.84

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Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amoun
227730	8/1/2022	888800 BUSINESS CARD	(Continued)	10#	Description/Account	Amoun
221130	0/1/2022	666600 BUSINESS CARD	062022		4TH OF JULY DECORATIONS	
			002022		001-101-0000-4260	132.18
			062322		4TH OF JULY DECORATIONS	102.10
					001-101-0000-4260	22.04
			062722		DAY CAMP FIELD TRIP	
					017-420-1399-4300	320.00
			062722		MEMBERSHIP DUES	
					001-130-0000-4360	399.00
			062922		CROUD CONTROL EQUIPMENT	
					001-422-0000-4300	552.44
			063022		SOLAR LIGHT FIXTURES	
					027-344-0000-4300	474.06
			063022		FINANCE CHARGES-JUNE 2022	
					001-190-0000-4435	307.87
					Total :	10,749.95
227731	8/1/2022	888800 BUSINESS CARD	062622		LODGING-NALEO 2022 ANNUAL CONF	
					001-101-0104-4370	1,150.56
			062722		OFFICE SUPPLIES	
					001-222-0000-4300	837.99
			071522		AED PADS	
					001-222-0000-4300	639.45
					Total :	2,628.00
227732	8/1/2022	894170 CABRERA, JOSE ALFREDO	DR#22-0140		BOOKING FEE REFUND ~	
					001-3725-0000	135.00
					Total:	135.00
227733	8/1/2022	100466 CACEO	200021749		EMERGENCY RESPONSE TRAINING	
					001-152-0000-4360	65.00
					Total :	65.00
227734	8/1/2022	887810 CALGROVE RENTALS, INC.	157442-1		LIGHT TOWER FOR 4TH OF JULY EVEN	
					001-424-1386-4260	355.35
					Total :	355.35

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
227735	8/1/2022	100606 CAPIO	15873		FY22/23-ANNUAL MEMBERSHIP DUES	
					001-105-0000-4380	275.00
					Total:	275.00
227736	8/1/2022	893676 CARAHSOFT TECHNOLOGY CORP	31213921INV		DRAGON LAW ENFORCEMENT 1 YEAR	
					001-135-0000-4260	400.1
					Total :	400.1
227737	8/1/2022	894010 CHARTER COMMUNICATIONS	0283057070522		LP PARK CABLE-07/05-08/04	
					001-420-0000-4260	258.94
			10328070522		CABLE @ CITY HALL 7/05-08/04	
					001-190-0000-4220	162.75
					Total :	421.69
227738	8/1/2022	100731 CITY OF LOS ANGELES	WP220000145		SEWERAGE FACILITIES CHARGE JULY	
					072-360-0629-4260	12,571.92
					072-365-0629-4600	101,068.30
			WP220000146		SEWERAGE FACILITIES CHARGE MAY-	
					072-360-0629-4260	3,925.46
			WP220000147		SEWERAGE FACILITIES CHARGE JULY	
					072-360-0629-4260 072-365-0629-4600	12,571.92 18.204.57
			WP220000148		SEWERAGE FACILITIES CHARGE JULY	16,204.5
			WF220000148		072-360-0629-4260	12.571.92
					072-365-0629-4600	17.569.15
			WP220000150		SEWERAGE FACILITIES CHARGES	,
					072-360-0629-4260	12,571.92
					072-365-0629-4600	5,647.2
			WP220000151		SEWERAGE FACILITIES CHARGE	
					072-360-0629-4260	12,571.92
					072-365-0629-4600	11,894.54
			WP220000152		SEWERAGE FACILITIES CJARGE	
					072-360-0629-4260	12,571.92
					072-365-0629-4600 Total :	8,142.04 <b>241,882.7</b> 9
						2-1,002.73
227739	8/1/2022	103818 CITY OF LOS ANGELES	20220530436		IX - UNIT SANITATION PERMIT FEE	

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Bank code :	bank3					_
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227739	8/1/2022	103818 CITY OF LOS ANGELES	(Continued)		070-384-0000-4330 Total :	528.25 <b>528.25</b>
227740	8/1/2022	101957 CITY OF LOS ANGELES, FIRE DEPT	SF220000012		FIRE SERVICES - JULY 2022 001-500-0000-4260 Total :	234,990.08 <b>234,990.08</b>
227741	8/1/2022	890893 CITY OF SAN FERNANDO	FY21-22 JUNE 2022		CIF DONATION-ED COMM SCHOLARSI- 053-101-0102-4430 COMMISSIONER'S STIPEND DONATION 001-115-0000-4111 Total:	1,000.00 75.00 <b>1,075.00</b>
227742	8/1/2022	894077 CIVICPLUS, LLC	234129		MUNICODE FULL SRVS SUPPLEMENTA 001-115-0000-4260 Total :	2,218.40 <b>2,218.40</b>
227743	8/1/2022	894189 CROSBY, MERCY	1609843		FACILITY RENTAL DEP REFUND 001-2220 Total :	150.00 <b>150.00</b>
227744	8/1/2022	887121 DELL MARKETING L.P.	10589669914	12644	COMPUTERS & MONITORS FOR PW 001-310-0000-4500 Total :	5,179.83 <b>5,179.83</b>
227745	8/1/2022	890090 DEPARTMENT OF INDUSTRIAL	E1886165MR		STATE ELEVATOR INSPECTION FEE 043-390-0000-4330 Total :	125.00 <b>125.00</b>
227746	8/1/2022	894171 DICIO-LUNA, JUAN	DR #21-2087		BOOKING FEE REFUND~ 001-3725-0000 Total :	135.00 <b>135.00</b>
227747	8/1/2022	890401 ENVIROGEN TECHNOLOGIES INC	0013477-IN	12464	JUNE'22-MAINT., REPAIRS, PARTS, LAB 070-384-0857-4260	7,814.52 <b>7,814.52</b>

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
227748	8/1/2022	893052 ENVIROTEK	C-3213		GRAFFITI ABATEMENT REMOVER	
					001-152-0000-4300	795.2
					Total :	795.2
227749	8/1/2022	890981 FAJARDO, JOEL	APR-MAY 2022		COMMISSIONER'S STIPEND	
					001-150-0000-4111	150.00
			JULY 2022		COMMISSIONER'S STIPEND	75.00
					001-150-0000-4111 <b>Total</b> :	75.00 <b>225.0</b> 0
227750	8/1/2022	890602 FERGUSON ENTERPRISES LLC #3326	0217328		EQUIP SUPPLIES FOR DIST. & PROD.	2,093.77
					070-384-0000-4300 Total :	2,093.77
						2,000
227751	8/1/2022	894172 FLORES, ERICK GUSTAVO	DR #21-1409		BOOKING FEE REFUND~ 001-3725-0000	135.00
					001-3725-0000 Total :	135.00
227752	8/1/2022	892198 FRONTIER COMMUNICATIONS	209-150-5250-081292		RADIO REPEATER PD 6/2-7/01 001-222-0000-4220	46.5
			209-151-4942-041191		CITY YARD AUTO DIALER 7/10-8/09	46.5
					070-384-0000-4220	55.56
			209-151-4943-081292		RADIO REPEATER PD 6/2-7/01	
			818-361-2385-012309		001-222-0000-4220 MTA PHONE LINE 7/13-8/12	46.5
			010-301-2303-012309		001-190-0000-4220	179.1
			818-361-2472-031415		PW PHONE LINE 7/4-8/3	
					070-384-0000-4220	536.99
			818-361-7825-120512		HERRITAGE PARK IRR SYTM 7/13-8/12 001-420-0000-4220	66.83
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE 7/4-8/3	00.00
					001-222-0000-4220	55.84
			818-837-2296-031315		VARIOUS CITY HALL LINES 7/16-8/15	251.0
			818-837-7174-052096		001-190-0000-4220 PD SPECIAL ACTIVITIES PHONE 7/10-8	351.01
			3.3-001-1114-002030		001-222-0000-4220	38.88
			818-898-7385-033105		LP FAX NUMBER 7/13-8/12	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227752	8/1/2022	892198 FRONTIER COMMUNICATIONS	(Continued)		001-420-0000-4220 Total :	43.06 <b>1,420.30</b>
227753	8/1/2022	894173 GARCIA, GILBERTO JR	DR #21-2424		BOOKING FEE REFUND~ 001-3725-0000 Total :	135.00 <b>135.00</b>
227754	8/1/2022	894174 GARCIA, IGNACIA	DR #21-1301		BOOKING FEE REFUND ~ 001-3725-0000 Total :	135.00 <b>135.00</b>
227755	8/1/2022	101273 GARCIA, PATTY	REIMB.		POPCORN BAGS FOR MOVIE NIGHTS 001-424-0000-4300 Total :	129.91 <b>129.91</b>
227756	8/1/2022	893908 GARCIA, SONIA G.	45-52		PETTY CASH REIMBURSEMENT 001-101-0000-4300 001-222-0000-4300 001-225-0000-4350 041-320-0000-4360 043-390-0000-4360 Total:	9.07 177.88 4.13 15.00 49.00 <b>255.08</b>
227757	8/1/2022	890982 GONZALES, ROBERT C.	JULY 2022		COMMISSIONER'S STIPEND 001-420-0000-4111 Total :	75.00 <b>75.00</b>
227758	8/1/2022	892550 GOVEA, DAVID	JUNE 2022		COMMISSOINER'S STIPEND 001-115-0000-4111 Total :	75.00 <b>75.00</b>
227759	8/1/2022	894175 GUTIERREZ, SILVINO JR	DR #21-2682		BOOKING FEE REFUND~ 001-3725-0000 Total :	135.00 <b>135.00</b>
227760	8/1/2022	101428 H & H WHOLESALE PARTS	1030		BATTERIES FOR CITY FLEET 041-1215	349.68

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
227760	8/1/2022	101428 H & H WHOLESALE PARTS	(Continued) CR2842		CREDIT FOR BAD BATTERIES 041-1215 Total :	-217.15 <b>132.5</b> 3
227761	8/1/2022	893395 HAYES, JASON BENJAMIN	JULY 2022		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00 <b>75.0</b> 0
227762	8/1/2022	894179 HERNANDEZ MEDINA, BRANDON	DR #22-0369		BOOKING FEE REUND~ 001-3725-0000 Total :	135.00 <b>135.0</b> 0
227763	8/1/2022	894192 HERNANDEZ, AMY	831031		BASKETBALL REFUND 017-3770-1328 017-3770-1354 <b>Total</b> :	59.00 1.00 <b>60.0</b> 0
227764	8/1/2022	894188 HERNANDEZ, TIFFANY	REIMB.		ITEMS FOR EDUCATION COMM. EVENT 001-115-0000-4450 Total :	50.08 <b>50.0</b> 8
227765	8/1/2022	101605 INDEPENDENT CITIES ASSOCIATION	1205		FY22/23-ANNUAL MEMBERSHIP DUES 001-190-0000-4380 Total :	1,226.75 <b>1,226.7</b> 5
227766	8/1/2022	891570 INNOVATIVE TELECOM. SYSTEMS	3176 3180		TELEPHONE EQUIPMENT MAINT AUG : 001-190-0000-4220 INSTALLATION OF NEW PHONE OUTSI	395.00
					001-222-0000-4260 Total :	1,546.25 <b>1,941.2</b> 5
227767	8/1/2022	893275 INTERWEST CONSULTING GROUP	79131 80007	12634	CONTRACTED PLANNING SERVICES 001-150-0000-4270 CONTRACTED PLANNING SERVICES	9,153.75
				12634	001-150-0000-4270 <b>Total</b> :	3,525.00 <b>12,678.7</b>

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					bank3	Bank code :
Amount	Description/Account	PO #	Invoice	Vendor	Date	Voucher
759.49 <b>759.4</b> 9	SMART METER CC TRANSACTION & M 001-310-0000-4270 Total :	12513	INV73370	892682 IPS GROUP, INC.	8/1/2022	227768
7,200.00 <b>7,200.0</b> 0	SWEEPING SERVICES - CITY-OWNED 023-311-0000-4260 Total :	12614	JUNE 2022	894007 KARINA SWEEPING COMPANY	8/1/2022	227769
801.59 <b>801.5</b> 9	WHEEL WEIGHTS, RIVETS, VALVE STE 041-1215 Total:		100064906	101768 KIMBALL-MIDWEST	8/1/2022	227770
500.00 <b>500.0</b> 0	CIF-SCHOLARSHIPS & PROGRAMS 053-101-0108-4430 Total :		FY 21-22	891861 KIWANIS CLUB OF SAN FERNANDO	8/1/2022	227771
7,659.60 <b>7,659.6</b> 0	REAL ESTATE ADVISORY 001-151-0000-4270 Total :	12597	18-0099-043	101795 KOSMONT & ASSOCIATES	8/1/2022	227772
340.00 340.00 <b>680.00</b>	TAP - MAY 2022 007-440-0441-4260 TAP - JUNE 2022 007-440-0441-4260 Total :		6016689 6016936	101990 L.A. COUNTY METROPOLITAN	8/1/2022	227773
862.86 <b>862.8</b> 6	INMATE MEALS 001-225-0000-4350 Total :	12484	223419BL	102007 L.A. COUNTY SHERIFFS DEPT.	8/1/2022	227774
96.07	ELECTRIC-13003 BORDEN 070-384-0000-4210		004-750-1000-1	101971 L.A. MUNICIPAL SERVICES	8/1/2022	227775
96.08	ELECTRIC-13003 BORDEN 070-384-0000-4210		004-750-1000-2			
22.17	WATER-12900 DRONFIELD 070-384-0000-4210 WATER-12900 DRONFIELD 070-384-0000-4210		494-750-1000-1 494-750-1000-2			

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					bank3	Bank code :
Amou	Description/Account	PO #	Invoice	Vendor	Date	Voucher
			(Continued)	101971 L.A. MUNICIPAL SERVICES	8/1/2022	227775
	ELECTRIC-13655 FOOTHILL		500-750-1000-1			
88.2	070-384-0000-4210					
00.4	ELECTRIC-13655 FOOTHILL		500-750-1000-2			
88.2	070-384-0000-4210 ELECTRIC-12900 DRONFIELD		594-750-1000-1			
1.760.0	070-384-0000-4210		394-730-1000-1			
1,700.0	ELECTRIC-12900 DRONFIELD		594-750-1000-2			
1,760.0	070-384-0000-4210					
	ELECTRIC-14060 SAYRE		657-750-1000			
1,869.2	070-384-0000-4210					
	ELECTRIC & WATER -13180 DRONFIELI		694-750-1000-1			
2,414.8	070-384-0000-4210 ELECTRIC & WATER -13180 DRONFIELI		694-750-1000-2			
2.414.8	070-384-0000-4210		694-750-1000-2			
2,717.0	WATER-13003 BORDEN		993-750-1000			
59.1	070-384-0000-4210					
	WATER-13003 BORDEN		993-750-1000-2			
59.1	070-384-0000-4210					
10,750.4	Total :					
	NEWSPAPER SUBSCRIPTION FOR ONE		900233735	889332 LA DAILY NEWS	8/1/2022	227776
300.8	001-225-0000-4350					
300.8	Total :					
	RGSTR-LACPCA 2022 WORKSHOP IN T		NONPO	101811 LACPCA	8/1/2022	227777
200.0	001-222-0000-4380					
200.0	Total :					
	BOOKING FEE REFUND~		DR #22-0132	894176 LAGUNA, ASHLEY	8/1/2022	227778
135.0	001-3725-0000			,		
135.0	Total :					
	FY22/23-ANNUAL MEMBERSHIP DUES		4085	101872 LEAGUE OF CALIFORNIA CITIES	8/1/2022	227779
1,113.0	001-190-0000-4380		4000	1010/2 LLAGOL OF GALIFORNIA CITIES	31112022	
1,113.0	Total :					

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22 893403 LLAMAS, SUZANNE 22 894177 LOPEZ, JOSEPHINA	Invoice 220473 220474 220475 220906  JUNE 2022  DR #21-0996	PO#	Description/Account  LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 ERC MEMBERSHIP 07/01/22-06/30/23 001-106-0000-4260  Total:  COMMISSIONER'S STIPEND 001-115-0000-4111	839.00 812.00 6,364.80 3,355.00 11,370.80
101920 LIEBERT CASSIDY WHITMORE 101920 LIEBERT CASSIDY WHITMORE 101920 LIEBERT CASSIDY WHITMORE	220473 220474 220475 220906 JUNE 2022	PO#	LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 ERC MEMBERSHIP 07/01/22-06/30/23 001-106-0000-4260  Total:  COMMISSIONER'S STIPEND 001-115-0000-4111	812.00 6,364.80 3,355.00 <b>11,370.8</b> 0
122 893403 LLAMAS, SUZANNE	220474 220475 220906 JUNE 2022		001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 ERC MEMBERSHIP 07/01/22-06/30/23 001-106-0000-4260 Total : COMMISSIONER'S STIPEND 001-115-0000-4111	812.00 6,364.80 3,355.00 11,370.80
	220475 220906 JUNE 2022		LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 ERC MEMBERSHIP 07/01/22-06/30/23 001-106-0000-4260  Total: COMMISSIONER'S STIPEND 001-115-0000-4111	6,364.80 3,355.00 <b>11,370.80</b> 75.00
	220475 220906 JUNE 2022		001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 ERC MEMBERSHIP 07/01/22-06/30/23 001-106-0000-4260 Total: COMMISSIONER'S STIPEND 001-115-0000-4111	3,355.00 <b>11,370.80</b> 75.00
	220906 JUNE 2022		001-112-0000-4270 ERC MEMBERSHIP 07/01/22-06/30/23 001-106-0000-4260 Total : COMMISSIONER'S STIPEND 001-115-0000-4111	6,364.80 3,355.00 <b>11,370.80</b> 75.00
	JUNE 2022		ERC MEMBERSHIP 07/01/22-06/30/23 001-106-0000-4260	3,355.00 <b>11,370.80</b> 75.00
	JUNE 2022		001-106-0000-4260 Total :  COMMISSIONER'S STIPEND 001-115-0000-4111	<b>11,370.80</b> 75.00
			COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
			001-115-0000-4111	
122 894177 LOPEZ, JOSEPHINA	DR #21-0006			
122 894177 LOPEZ, JOSEPHINA	DR #21_0996		Total ·	
22 894177 LOPEZ, JOSEPHINA	DR #21-0996		Total .	75.00
	DIX #2 1-0330		BOOKING FEE REFUND~	
			001-3725-0000 Total :	135.00 135.00
				133.00
22 894178 LUNA, RICARDO	DR #22-0305		BOOKING FEE REFUND~	105.00
			001-3725-0000 Total :	135.00 135.00
200 - 204054 ME IIA DENIA VA/ONNE	II II V 2022		COMMISSIONEDIS STIDEND	
22 691054 MEJIA PENA, TVONNE	JULY 2022			75.00
	MAY 2022		COMMISSIONER'S STIPEND	
			001-150-0000-4111	75.00
			iotai:	150.00
22 894180 MENDEZ, JONATHAN ARMANDO	DR #21-1448		BOOKING FEE REFUND~	405.00
				135.00 <b>135.00</b>
22 002442 MENDOZA MADV	DEIMB			
22 693442 MENDOZA, MART	KEIMD.			931.91
			Total:	931.91
122 893343 MOHR NICOLE	JUNE 2022		COMMISSIONER'S STIPEND	
	VO.112 ZOZZ		001-115-0000-4111	75.00
	22 891054 MEJIA PENA, YVONNE  22 894180 MENDEZ, JONATHAN ARMANDO  22 893442 MENDOZA, MARY  22 893343 MOHR, NICOLE	MAY 2022  22 894180 MENDEZ, JONATHAN ARMANDO DR #21-1448  22 893442 MENDOZA, MARY REIMB.	MAY 2022  22 894180 MENDEZ, JONATHAN ARMANDO DR #21-1448  22 893442 MENDOZA, MARY REIMB.	MAY 2022   MAY 2022

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
227787	8/1/2022	893343 MOHR, NICOLE	(Continued)		Total :	75.00
227788	8/1/2022	894181 MOTA, CHARLIE	DR #22-0121		BOOKING FEE REFUND~ 001-3725-0000 Total :	135.00 <b>135.0</b> 0
227789	8/1/2022	893978 NATIONAL TESTING NETWORK	10575		LAW ENFORCEMENT TESTING FRONT 001-225-0000-4270 Total :	55.00 <b>55.0</b> 0
227790	8/1/2022	102423 OCCU-MED, INC.	0722901		PRE-EMPLOYMENT PHYSICALS 001-106-0000-4260 Total :	1,409.00 <b>1,409.0</b> 0
227791	8/1/2022	894100 ODP BUSINESS SOLUTIONS , LLC	247825766002		OFFICE SUPPLIES 001-222-0000-4300	13.22
			248570624001 248609354001		OFFICE SUPPLIES 001-150-0000-4300 OFFICE SUPPLIES	138.76
			248609357001		001-150-0000-4300 OFFICE SUPPLIES 001-150-0000-4300	35.79 128.74
			249472384001		REPL PRINTER - PW SPV 001-311-0000-4300	716.62
			249530298001		043-390-0000-4300 OFFICE SUPPLIES - PW OPS CTR 072-360-0000-4280	716.6° 394.96
			249540781001		ERGONOMIC OFFICE CHAIR - PW OPS 072-360-0000-4290	519.15
			250528623001 252019906001		OFFICE SUPPLIES 001-106-0000-4300 OFFICE SUPPLIES	795.07
			252608693001		001-310-0000-4300 PW OPS CTE OFFICE SUPPLIES	244.63
			252761644001		070-383-0000-4300 TONER FOR PW OPS CTR FAX MACHIN 070-381-0000-4300	166.79 74.22

Voucher List

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vchlist		Voucher List
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Bank code :	bank3					
oucher/	Date	Vendor	Invoice	PO #	Description/Account	Amou
227791	8/1/2022	894100 ODP BUSINESS SOLUTIONS, LLC	(Continued)			
			253191882001		OFFICE SUPPLIES	
					001-222-0000-4300	53.5
			253191983001		OFFICE SUPPLIES	
					001-222-0000-4300	189.0
			253871290001		OFFICE SUPPLIES	
					001-422-0000-4300	346.9
			254057537001		OFFICE SUPPLIES	
					001-130-0000-4300	100.6
			254062344001		OFFICE SUPPLIES	
					001-222-0000-4300	148.1
			254200327001		OFFICE SUPPLIES	
					001-422-0000-4300	28.3
			254231781001		OFFICE SUPPLIES	
					001-422-0000-4300	98.6
			254231782001		OFFICE SUPPLIES	
					001-422-0000-4300	313.3
					Total :	5,223.3
227792	8/1/2022	890095 O'REILLY AUTOMOTIVE STORES INC	260362		VEHICLE SERVICE, MAINT. AND REPAI	
				12538	041-320-0370-4400	15.5
			469722		VEHICLE SERVICE, MAINT, AND REPAI	
				12538	041-320-0370-4400	46.8
			470596		VEHICLE SERVICE, MAINT. AND REPAI	
				12538	041-320-0320-4400	27.7
			471645		VEHICLE SERVICE, MAINT. AND REPAI	
				12538	041-320-0370-4400	26.9
			471711		VEHICLE SERVICE, MAINT. AND REPAI	
				12538	041-320-0370-4400	9.1
			472040		VEHICLE SERVICE, MAINT. AND REPAI	
				12538	041-320-0222-4400	137.1
			472111		VEHICLE SERVICE, MAINT. AND REPAI	
				12538	041-320-0320-4400	85.7
			472113		VEHICLE SERVICE, MAINT. AND REPAI	
				12538	072-360-0000-4400	79.3
			472117		VEHICLE SERVICE, MAINT. AND REPAI	
				12538	041-320-0224-4400	35.2

vchlist 07/27/2022	4:19:15P	М			ucher List SAN FERNANDO				Page: 16
Bank code :	bank3								
Voucher	Date	Vendor		Invoice		PO #	Description/Account		Amount
227792	8/1/2022	890095	890095 O'REILLY AUTOMOTIVE STO	RES INC (	Continued)			Total :	463.80
227793	8/1/2022	893984 (	ORTEGA, ADAN	APRIL-JUN	IE 2022		MWD REPRESENTATIVE STIPEN	D	
							001-101-0000-4111		750.00
								Total :	750.00
227794	8/1/2022	894024 (	ORTIZ ENTERPRISES, INC.	P4			SF REGIONAL PARK INFILTRATIO	N PR(	
						12650	010-310-0764-4600		406,100.00
						12650	010-310-0620-4600		408,630.00
						12650	012-311-0620-4600		113,772.00
							012-2037		-5,688.60
							010-2037		-49,182.13
						12650	010-310-0645-4600		168,912.50
								Total :	1,042,543.77
227795	8/1/2022	893116 F	PACHECO, HECTOR	APR-MAY 2	2022		COMMISSIONER'S STIPEND		
							001-150-0000-4111		150.00
								Total :	150.00
227796	8/1/2022	893110 F	PACHECO, HECTOR A.	REIMB.			WELLNESS BENEFIT REIMB. FY2	1-22	
							001-101-0102-4140		389.00
								Total:	389.00
227797	8/1/2022	804186 F	PAT-CHEM LABORATORIES	2060906			NITRATE TESTING-WELL 2A		
221101	0/1/2022	054100 1	AT-OTTEM EABORATORIES	2000300			070-384-0000-4260		50.00
							070-004-0000-4200	Total:	50.00
227798	8/1/2022	891527 F	PEREZ, MARVIN	JULY 2022			COMMISSIONER'S STIPEND		
							001-150-0000-4111		75.00
								Total:	75.00
227799	8/1/2022	890994 F	PONCE, JOE	JULY 2022			COMMISSIONER'S STIPEND		
227700	O/ 1/LULL	0000011	3.102, 002	002. 2022			001-420-0000-4111		75.00
							001 120 0000 1111	Total:	75.00
									. 0.00
227800	8/1/2022	890004 F	PTS	2090242			PD PAY PHONE AUG 2022		
							001-190-0000-4220		65.64

vchlist		Voucher List
07/27/2022	4:19:15PM	CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amour
227800	8/1/2022	890004 PTS	(Continued)		Total:	65.6
227801	8/1/2022	893553 QUADIENT LEASING USA, INC	N9480800		QRTRY LEASE PYMENT & RENTAL 001-190-0000-4280 Total :	1,449.3 <b>1,449.3</b>
227802	8/1/2022	894184 RAMOS, ADALEIGH GABRIELLA	DR #22-0338		BOOKING FEE REFUND~ 001-3725-0000 Total :	135.00 <b>135.0</b> 0
227803	8/1/2022	894166 RAPID RENTALS	I-000111		GENERATOR RENTAL-4TH OF JULY EV 001-424-1386-4260 Total :	1,312.5 <b>1,312.5</b>
227804	8/1/2022	894165 RIVERA, BRANDON	REIMB.		WORK BOOTS 043-390-0000-4310 Total :	251.30 <b>251.3</b> 0
227805	8/1/2022	893774 RJS WORK BOOTS LLC	101-19136 101-19180		SAFETY WORK BOOTS - R. DAVIDSON 072-360-0000-4310 SAFETY WORK BOOTS - E. FLORES	163.10
			101-19181		072-360-0000-4310 SAFETY WORK BOOTS - A. GUTIERREZ 072-360-0000-4310 Total :	305.5
227806	8/1/2022	887296 ROBLEDO, OLIVIA	JUNE 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	923.10 75.00 <b>75.0</b> 0
227807	8/1/2022	894185 ROMO, JOAQUIN	DR #22-0274		BOOKING FEE REFUND~ 001-3725-0000 Total :	135.00 <b>135.0</b> 0
227808	8/1/2022	887872 ROSENBERG, IRWIN	REIMB.		GAS FOR DETECTIVE'S UNIT 041-320-0224-4402 Total :	59.99 <b>59.9</b> 9

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227809	8/1/2022	894183 RUIZ APARICIO, RAUL ANTONIO	DR #22-0010		BOOKING FEE REFUND~ 001-3725-0000 Total :	135.00 <b>135.00</b>
227810	8/1/2022	894182 RUIZ, ISAAC	DR #21-1454		BOOKING FEE REFUND~ 001-3725-0000 Total :	135.00 <b>135.00</b>
227811	8/1/2022	887165 RYAN HERCO PRODUCTS CORP	9943088		REPLACED 2" BALL VALVES FOR IX-SY 070-384-0000-4300 Total :	1,052.08 <b>1,052.08</b>
227812	8/1/2022	102952 SAASSOCIATES	SF-AWSAR-01	12375	SANITARY SEWER MANAGEMENT PLA 070-381-0000-4270 Total :	13,000.00 <b>13,000.00</b>
227813	8/1/2022	892856 SALAS, JUAN	REIMB.		FOOD & DRINKS-SR CLUB MEETING 004-2380 ICE FOR SR CLUB DANCE ON 07/16/22 004-2380 Total:	288.29 30.73 <b>319.02</b>
227814	8/1/2022	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		GRAD DINNER & CAMPING SUPPLIES 001-226-0230-4430 Total :	259.23 <b>259.23</b>
227815	8/1/2022	103057 SAN FERNANDO VALLEY SUN	11561 11578		PUBLICATION- RFP FOR MASTER PLAN 001-150-0000-4230 PUBLICATION OF TTM2022-001 (12920	111.38
			11587		001-2205 1ST READING ORD NO. 1711-MILLITAR'	111.38
			11590		001-115-0000-4230 NIB-ANNUAL STREET RESURFACING P	50.63
			11591		001-115-0000-4230 NIB-PIONEER PARK PLAYGROUND PRO	67.50
			11592		001-115-0000-4230 NOTICE OF ELECTION 2022	74.25

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Bank code :	bank3					
/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
227815	8/1/2022	103057 SAN FERNANDO VALLEY SUN	(Continued)			
					001-116-0000-4230	145.13
					Total :	560.27
27816	8/1/2022	894191 SANCHEZ, RAUL	1609898		FACILITY RENTAL DEP REFUND	
					001-2220	150.00
					Total :	150.00
227817	8/1/2022	102961 SCAG-SO CA ASSN OF GOVERNMENTS	FY 22/23		FY22/23-ANNUAL MEMBERSHIP DUES	
					001-190-0000-4380	2,923.00
					Total:	2,923.00
227818	8/1/2022	102967 SCOTT FAZEKAS & ASSOCIATES INC	22030		PLAN CHECK CONSULTANT SERVICES	
				12407	001-2698	5,735.48
					Total:	5,735.48
227819	8/1/2022	893107 SIEMENS MOBILITY INC	5620040081		ON-CALL TRAFFIC SIGNAL MAINTENAN	
				12553	001-371-0564-4300	4,219.63
					Total:	4,219.63
227820	8/1/2022	103184 SMART & FINAL	0058		DRINKS FOR SR CLUB DANCE ON 07/1	
					004-2380	107.70
			0076		SUPPLIES FOR SUMMER MOVIE NIGHT	
					004-2385	110.64
			0090		SUPPLIES-SUMMER MOVIE NIGHTS	
					004-2385	43.97
			0093		SUPPLIES-CALLES VERDES EVENT	27.18
			0121		001-310-0000-4300 SUPPLIES FOR CIT	27.10
			0121		004-2391	148.67
			0123		DAY CAMP ITEMS	110.01
					017-420-1399-4300	18.54
			0149		SUPPLIES-SUMMER MOVIE NIGHTS	
					004-2385	158.89
			0191		SODAS FOR SR CLUB DANCE ON 07/16	
					004-2380	58.80
			0246		ITEMS FOR SR CLUB DANCE ON 07/16	

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amoun
227820	8/1/2022	103184 SMART & FINAL	(Continued)			
			0341		004-2380 BREAK ROOM SUPPLIES	36.33
			0367		001-222-0000-4300 SNACKS FOR COMMUNITY EVENT	18.89
			0391		001-222-0000-4300 SODAS FOR SR CLUB DANCE ON 07/16 004-2380	66.49 94.94
					Total :	
227821	8/1/2022	894167 SOCIAL JUSTICE	FY 21-22		CIF-ANTHOLOGY BOOKS	
					053-101-0101-4430	75.00
					053-101-0107-4430	75.00
					Total :	150.00
227822	8/1/2022	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	10,624.37
					029-335-0000-4210	2,088.90
					070-384-0000-4210	18,574.87
					074-320-0000-4210	4,474.88
					043-390-0000-4210	6,136.70
			700136176526		ELECTRIC - METER FOR MALL-MACLA'	
			700000500500		030-341-0000-4210	66.33
			700363532503		ELECTRIC-VARIOUS LOCATIONS	0.405.00
			8001219786		043-390-0000-4210 ELECTRIC-190 PARK	6,435.96
			0001219700		027-344-0000-4210	928.05
			8002777182		ELECTRIC-1117 2ND STREET	920.00
			0002777102		043-390-0000-4210	45.67
			8002918766		ELECTRIC-801 EIGHTH	40.07
			0002010100		043-390-0000-4210	41.29
			8004643373		ELECTRIC-910 FIRST	
					043-390-0000-4210	12,529.74
					Total :	
227823	8/1/2022	889149 STAPLES BUSINESS ADVANTAGE	3512402946		OFFICE SUPPLIES	
					001-130-0000-4300	79.17
					55 p 100-5000-5000	Page:

vchlist		Voucher List
07/27/2022	4:19:15PM	CITY OF SAN FERNANDO

	bank3						
Voucher	Date	Vendor	Invoice		PO #	Description/Account	Amoun
227823	8/1/2022	889149 STAPLES BUSINESS ADVA	NTAGE	(Continued)		Total :	79.1
227824	8/1/2022	100532 STATE OF CALIFORNIA, DEPARTMENT O	F JU: 589482			DOJ LIVESCAN FINGERPRINTING	
					12459	004-2386	3,278.0
					12459	001-222-0000-4270	66.0
			591469			FINGERPRINTS-JUNE 2022	
						001-106-0000-4270	160.00
						Total :	3,504.0
227825	8/1/2022	103318 TAG/AMS, INC.	2812366	5		RANDOM DRUG TEST	
						001-106-0000-4260	40.00
						Total :	40.00
227826	8/1/2022	890898 TETRA MECHANICAL SERVICE INC	1051-81	4		MAINTENANCE & EMERGENCY A/C RE	
					12567	043-390-0000-4330	2,528.05
			1051-81	5		MAINTENANCE & EMERGENCY A/C RE	
					12567	043-390-0000-4330	783.00
			1051-84	4		MAINTENANCE & EMERGENCY A/C RE	
					12567	043-390-0000-4330	1,200.00
			1051-89	7		MAINTENANCE & EMERGENCY A/C RE	
			1051.00	•	12567	043-390-0000-4330	279.09
			1051-89	8	40507	MAINTENANCE & EMERGENCY A/C RE	505.00
			1051-89	0	12567	043-390-0000-4330 MAINTENANCE & EMERGENCY A/C RE	525.36
			1051-69	9	12567	043-390-0000-4330	400.00
					12507	043-390-0000-4330 Total :	5,715.50
227827	8/1/2022	103205 THE GAS COMPANY	042-320	-6900-7		GAS-910 FIRST	
LL, OL,	OFFICEL	100200 1112 0110 001111 71111	0.2 020	0000 7		043-390-0000-4210	135.89
			084-220	-3249-3		GAS-505 S HUNTINGTON	100.00
			00.220	02.00		043-390-0000-4210	21.08
			088-520	-6400-8		GAS-117 MACNEIL	21.00
						043-390-0000-4210	47.66
			090-620	-6400-2		GAS-120 MACNEIL	
						070-381-0000-4210	10.28
						072-360-0000-4210	10.28
						043-390-0000-4210	20.57
						P	age: 2°

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227827	8/1/2022	103205 THE GAS COMPANY	(Continued)		Total:	245.76
227828	8/1/2022	101528 THE HOME DEPOT CRC, ACCT#603532	2202490 3023908 3973673		SUPPLIES-ARROYO BOOSTER PIPE F# 070-384-0000-4330 PARKING METER SUPPLIES & TOOLS	647.37
					029-335-0000-4340 029-335-0000-4300	250.00 163.79
			8124399		POLICE STATION PAINT PROJECT 043-390-0000-4330 Total :	535.03 <b>1,596.19</b>
227829	8/1/2022	101024 THE VALLEY ECONOMIC ALLIANCE	5202		FY22/23-ANNUAL MEMBERSHIP DUES 001-190-0000-4380 Total :	5,000.00 <b>5,000.00</b>
227830	8/1/2022	890817 THE WALKING MAN, INC.	F2517		DOOR HANGER DISTRIBUTION-FIREW 001-190-0000-4267	875.00
227831	8/1/2022	103413 TRANS UNION LLC	06204503		Total :  CREDIT CHECKS  001-222-0000-4260  Total :	875.00 85.00 85.00
227832	8/1/2022	893167 UNITED MAINTENANCE SYSTEMS	15256	12516	CITY WIDE JANITORIAL SERVICES 043-390-0000-4260 Total :	17,850.00 <b>17,850.00</b>
227833	8/1/2022	893740 UTILITY SYSTEMS SCIENCE &	COSF_4/01-6/30	12379	WASTEWATER FLOW MONITORING & 5 072-360-0000-4260	1.200.00
			COSF_5/09-6/08	12379	WASTEWATER FLOW MONITORING & S 072-360-0000-4260	770.00
227834	8/1/2022	103534 VALLEY LOCKSMITH	307		Total:  KEYS FOR MWD SCADA CABINET (SPA 070-384-0000-4330	<b>1,970.00</b> 314.88
					Total:	314.88
227835	8/1/2022	893869 VEOCI INC	1765		EOC NOTIFICATION SYSTEM RENEWA	

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
227835	8/1/2022	893869 VEOCI INC	(Continued)				
				12675	001-135-0000-4260 <b>Total</b> :		4,525.00 <b>4,525.0</b> 0
227836	8/1/2022	889644 VERIZON BUSINESS	68189887		CITY HALL LONG DIST (Y2619454) JUN 001-190-0000-4220		55.75
			68189888		CITY YARD LONG DIST (Y2619455) JUN 070-384-0000-4220		16.73
			68189889		CITY HALL LONG DIST (Y2619456) JUN 001-190-0000-4220		28.22
			68189890		PD LONG DIST (Y2619457) JUN 001-222-0000-4220		131.21
			68189891		CITY YARD LONG DIST (Y2619458) JUN 070-384-0000-4220		11.15
			68189892		PARKS LONG DIST (Y2619459) JUN		17.00
			68190428		001-420-0000-4220 CITY YARD LONG DIST (Y2620611) JUN		
			68190439		001-310-0000-4220 CITY HALL LINES (Y2620636) JUN		5.57
					001-190-0000-4220 <b>Total</b> :		61.66 <b>327.29</b>
227837	8/1/2022	100101 VERIZON WIRELESS-LA	9910755121		VARIOUS CELLPHONE PLANS 7/10-8/09		
					072-360-0000-4220 001-101-0102-4220		50.34 50.34
					001-101-0108-4220		51.05
					001-105-0000-4220		54.72
					Total:		206.45
227838	8/1/2022	891531 WILLDAN ENGINEERING	00336429		NPDES CONSULTING SERVICES		
				12610	023-311-0000-4270 <b>Total</b> :		2,303.75 <b>2,303.75</b>
227839	8/1/2022	889491 WILLDAN FINANCIAL SERVICES	00336425		WELL #7A REPORTING SVCS		
					070-381-0000-4260		207.00
					Total:		207.00
						Page:	23
						raye.	20
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PO #

Description/Account

Bank total :

Total vouchers :

1,861,186.08

1,861,186.08

Voucher Registers are not final until approved by Council.

Bank code :

Voucher

bank3

Date Vendor

bank3

123 Vouchers for bank code :

123 Vouchers in this report

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**SPECIAL CHECKS** 

EXHIBIT "A"
RES. NO. 22-081

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Voucher List CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227698	7/14/2022	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - JULY 2022 001-1160 Total :	2,172.72 <b>2,172.72</b>
227699	7/14/2022	103648 CITY OF SAN FERNANDO	SPR 7/14/22		REIMB SPECIAL PAYROLL W/E 7/14/22 001-1003 Total :	10,220.48 <b>10,220.48</b>
227700	7/14/2022	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - JULY 2022 001-1160 Total :	176.22 <b>176.22</b>
227701	7/14/2022	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - JULY 2022 001-1160 Total :	10,783.31 <b>10,783.31</b>
227702	7/14/2022	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - JULY 2022 001-1160 Total :	4,395.92 <b>4,395.92</b>
	5 Vouchers fo	or bank code : bank3			Bank total :	27,748.65
5	5 Vouchers in	this report			Total vouchers :	27,748.65

Voucher Registers are not final until approved by Council.

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## **SPECIAL CHECKS**

EXHIBIT "A"
RES. NO. 22-081

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 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227703	7/14/2022	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND-1		VISION INS BENEFITS - JULY 2022 001-1160 Total :	2,172.72 <b>2,172.72</b>
227704	7/14/2022	103648 CITY OF SAN FERNANDO	SPP 7/14/22		REIMB SPECIAL PAYROLL W/E 7/14/22 001-1003 Total :	10,220.48 <b>10,220.48</b>
227705	7/14/2022	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND-1		DENTAL INS BENEFITS - JULY 2022 001-1160 Total :	176.22 <b>176.22</b>
227706	7/14/2022	890907 DELTA DENTAL OF CALIFORNIA	DEMAND-1		DENTAL INS BENEFITS - JULY 2022 001-1160 Total :	10,783.31 <b>10,783.31</b>
227707	7/14/2022	887627 STANDARD INSURANCE	DEMAND-1		LIFE/AD&D INS BENEFITS - JULY 2022 001-1160 Total :	4,395.92 <b>4,395.92</b>
	5 Vouchers fo	or bank code : bank3			Bank total :	27,748.65
	5 Vouchers in	this report			Total vouchers :	27,748.65

Voucher Registers are not final until approved by Council.

vchlist

07/19/2022

## **SPECIAL CHECKS**

EXHIBIT "A" RES. NO. 22-081

Voucher List
2:15:58PM CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227708	7/19/2022	101982 COUNTY OF LOS ANGELES	FY22/23		FY22/23-ALLOCATION OF LAFCO OPER	
					001-130-0000-4270	1,277.75
					Total :	1,277.75
227709	7/19/2022	102148 METROPOLITAN WATER DISTRICT	10773		WATER DELIVERED-APRIL 2022	
					070-384-0000-4450	88,896.00
					Total :	88,896.00
2	Vouchers fo	r bank code : bank3			Bank total :	90,173.75
2	Vouchers in	this report			Total vouchers :	90,173.75

Voucher Registers are not final until approved by Council.

## **SPECIAL CHECK**

EXHIBIT "A"
RES. NO. 22-081

 vchlist
 Voucher List

 07/21/2022
 9:05:46AM
 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227710	7/21/2022	103648 CITY OF SAN FERNANDO	PR 7/22/22		REIMB PAYROLL FOR W/E 7/15/22	
					001-1003	514,682.20
					007-1003	2,109.45
					017-1003	11,377.25
					027-1003	2,224.26
					029-1003	2,355.63
					030-1003	3,565.56
					041-1003	7,910.40
					043-1003	24,940.93
					070-1003	46,110.25
					072-1003	14,945.38
					094-1003	144.09
					110-1003	1,538.17
					Total :	631,903.57
1	Vouchers fo	r bank code : bank3			Bank total :	631,903.57
1	Vouchers in	this report			Total vouchers :	631,903.57

Voucher Registers are not final until approved by Council.

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**SPECIAL CHECK** 

EXHIBIT "A"
RES. NO. 22-081

 vchlist
 Voucher List

 07/22/2022
 8:46:25AM
 CITY OF SAN FERNANDO

Bank code : bank3

 Voucher
 Date
 Vendor
 Invoice
 PO #
 Description/Account
 Amount

 227711
 7/22/2022
 103825
 CONTROLLER-STATE OF CALIFORNIA
 NONPO
 FY21/22 AUDIT CONFIRMATION OF

150.00 **Total:** 150.00

001-130-0000-4270

 1 Vouchers for bank code:
 bank3

 1 Vouchers in this report
 Total vouchers:

 150.00

Voucher Registers are not final until approved by Council.

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## **SPECIAL CHECKS**

EXHIBIT "A"
RES. NO. 22-081

 vchlist
 Voucher List

 07/26/2022
 9:07:42AM
 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
227712	7/26/2022	893496 ASCENCIO, ADRIAN	REPL 223668		REPL STL DTD CK-MOTHER'S DAY VIR' 001-2140 Total:	500.00 <b>500.00</b>
227713	7/26/2022	893876 ASCENCIO, STEFANIE	REPL 223669		REPL STL DTD CK-MOTHER'S DAY VIR' 001-2140	500.00 <b>500.00</b>
227714	7/26/2022	893873 DELGADILLO, JULIAN	REPL 223686		REPL STL DTD CK-2020 VIRTUAL CONC 001-2140 Total :	500.00 <b>500.00</b>
227715	7/26/2022	893875 DELGADILLO, MARTINA	REPL 223687		REPL STL DTD CK-MOTHER'S DAY VIR' 001-2140 Total :	500.00 <b>500.00</b>
227716	7/26/2022	893874 ESPINOZA, JUAN JOSE	REPL 223690		REPL STL DTD CK-2020 VIRTUAL CONC 001-2140 Total :	500.00 <b>500.00</b>
	5 Vouchers fo	or bank code : bank3			Bank total :	2,500.00
	5 Vouchers in	this report			Total vouchers :	2,500.00

Voucher Registers are not final until approved by Council.

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## AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager

By: Julia Fritz, City Clerk

**Date:** August 1, 2022

**Subject:** Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference

Meetings for the Period of August 13, 2022 to September 11, 2022, of the City of San Fernando's Legislative Bodies in Compliance with Government Code Section

54953(E) and Other Applicable Provisions of Assembly Bill 361

### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 8170 (Attachment "A") re-authorizing remote teleconference meetings for the period of August 13, 2022 to September 11, 2022, of the City of San Fernando's Legislative Bodies in compliance with Government Code (GC) Section 54953(E) and other applicable provisions of Assembly Bill 361.

### **BACKGROUND:**

- 1. On October 4, 2021, the City Council was presented with an agenda report regarding adopting a resolution to continue remote teleconference meetings of the City of San Fernando's Legislative Bodies under the provisions of Assembly Bill (AB) 361 (Attachment "B"), which was signed into law on September 17, 2021. The City Council did not adopt the resolution, thereby reverting all legislative body meetings to comply with all Ralph M. Brown Act (Brown Act) requirements for public meetings.
- 2. On January 12, 2022, due to the surge of the Omicron variant of the COVID-19 virus, the City Council adopted Resolution No. 8089 to authorize remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective January 12, 2022 through February 11, 2022.
- On February 7, 2022, the City Council adopted Resolution No. 8119 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective February 12, 2022 through March 13, 2022.

CITY CLERK DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1204

WWW.SFCITY.ORG

**REVIEW:** ⊠ Finance Director

☐ Deputy City Manager

□ City Manager

Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of August 13, 2022 to September 11, 2022, of the City of San Fernando's Legislative Bodies in Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361 Page 2 of 3

- 4. On March 7, 2022, the City Council adopted Resolution No. 8124 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective March 14, 2022 through April 13, 2022.
- 5. On April 4, 2022, the City Council adopted Resolution No. 8134 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective April 14, 2022 through May 13, 2022.
- 6. On May 2, 2022, the City Council adopted Resolution No. 8144 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective May 14, 2022 through June 13, 2022.
- 7. On June 6, 2022, the City Council adopted Resolution No. 8155 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective June 14, 2022 through July 13, 2022.
- 8. On July 5, 2022, the City Council adopted Resolution No. 8165 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective July 14, 2022 through August 12, 2022.

### **ANALYSIS:**

In response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 that waived certain teleconferencing requirements under the Brown Act, allowing public agencies to conduct public meetings via teleconference, while still complying with open meeting requirements and abiding by public health orders. The Executive Order N-29-20 expired on September 30, 2021.

AB 361 amends the Brown Act's Government Code Section 54953 to allow a local agency the option to hold teleconference meetings without complying with teleconferencing requirements of the Brown Act, if certain circumstances and findings are met. The special circumstances are found particularly in subsection (e) of Section 54953, and require that the legislative body holds a meeting during a proclaimed state of emergency and:

- 1. That state and local officials have imposed or recommended measures to promote social distancing; or
- 2. The legislative body holds a meeting for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- 3. The legislative body holds a meeting and determines by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of the attendees.

Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of August 13, 2022 to September 11, 2022, of the City of San Fernando's Legislative Bodies in Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361
Page 3 of 3

On July 5, 2022, the City Council adopted Resolution No. 8165 making a determination approving findings in accordance with AB 361, to allow the City to continue the option to hold teleconference meetings without complying with certain teleconferencing requirements of the Brown Act. The resolution is only effective for 30 days and expires on August 12, 2022. The City Council may renew the resolution, every 30 days, at which time a subsequent resolution (Attachment "A") will need to be adopted. If the resolution lapses, the City's Legislative Bodies will be required to comply with the Brown Act (Pre-COVID-19 Pandemic) until a new resolution is adopted to make the initial determinations and findings again.

### **BUDGET IMPACT:**

There is no additional fiscal impact associated with consideration of the proposed resolution. The cost of the Zoom virtual meeting platform is included in the Fiscal Year 2022-2023 Adopted Budget.

### **CONCLUSION:**

It is recommended that the City Council adopt Resolution No. 8170 (Attachment "A") re-authorizing remote teleconference meetings for the period of August 13, 2022 to September 11, 2022, of the City of San Fernando's Legislative Bodies in compliance with Government Code (GC) Section 54953(E) and other applicable provisions of Assembly Bill (AB) 361.

### **ATTACHMENTS:**

- A. Resolution No. 8170
- B. Assembly Bill (AB) 361

### **RESOLUTION NO. 8170**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR ALL LEGISLATIVE BODIES OF THE CITY OF SAN FERNANDO, FROM AUGUST 13, 2022 THROUGH SEPTEMBER 11, 2022, PURSUANT TO GOVERNMENT CODE SECTON 54953(E) IN ACCORDANCE WITH ASSEMBLY BILL 361

WHEREAS, COVID-19 (also known as the "Coronavirus Disease") is a respiratory disease that was first reported in China in December 2019, it has now spread throughout the world, including the State of California and the City of San Fernando ("City"); and

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in response to the rising cases of COVID-19 throughout the state of California; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Los Angeles County Department of Public Health ("LACDPH") declared a local emergency and local public health emergency in response to the spread of COVID-19 throughout the County; and

WHEREAS, on April 10, 2020, in response to the conditions of extreme peril to the safety of persons within the City, the San Fernando City Council ("City Council") declared a local emergency consistent with the declaration of local emergency by the LACPH; and

WHEREAS, on September 16, 2021, Governor Newsom signed into law Assembly Bill No. 361 ("AB 361"), which, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act ("Brown Act") when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing or when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees; and

**WHEREAS**, since the declaration of emergency by LACDPH, LACDPH have issued a series of Health Officer Orders containing mandates and recommendations for keeping individuals safe and preventing the spread of COVID-19; and

WHEREAS, the LACDPH Health Officer Order issued March 23, 2022, and effective April 1, 2022, continues to advise that all individuals and businesses are strongly urged to follow the LACDPH Best Practices Guidance, containing health and safety recommendations for COVID-19;

### WHEREAS, the LACDPH Best Practices Guidance provides, among other things:

- 1. Masks are *strongly recommended* in most indoor public settings to prevent transmission of the virus particularly to persons with prolonged, cumulative exposures (e.g., workers and to those with higher risk of illness (e.g., unvaccinated, older persons, or those with underlying medical conditions such as immunocompromised persons); and
- 2. Per state and federal law, visitors and workers must continue to wear masks in specified high-risk settings to continue protecting vulnerable populations and the workforce that delivers critical services in these settings; and
- 3. Identify and regularly clean frequently touched surfaces and objects such as doorknobs, elevator buttons, tools, handrails, phones, headsets, bathroom surfaces and steering wheels;
- 4. Whenever possible, take steps to reduce crowding indoors and encourage physical distancing including, but not limited to:
  - a. Limiting indoor occupancy to increase the physical space between employees at the worksite, between employees and customers, and between customers;
  - Using tape, signs, or other visual cues such as decals or colored tape on the floor, placed six feet apart, to guide customers about where to stand to avoid crowding and to encourage distancing where lines may form; and
  - c. Continuing, where feasible, to offer telework options and continue those teleworking arrangements that do not interfere with business operations as telework significantly reduces the risk of exposure for employees, their households, and communities.

**WHEREAS**, the surges in COVID-19 variants overseas have the potential to quickly spread in the United States warranting continued vigilance; and

WHEREAS, AB 361 requires legislative bodies that conduct teleconferenced meetings under its the relaxed and abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and

WHEREAS, AB 361 requires the legislative body take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored; and

WHEREAS, AB 361 prohibits the legislative body from requiring public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time; and

WHEREAS, AB 361 prohibits the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified; and

WHEREAS, the City Council meetings and meetings of certain other subordinate bodies of the City (e.g, the Planning and Preservation Commission) are open and public, as required by the Brown Act, so that any member of the public may attend, participate, and watch the City Council or City Commission conduct their business; and

WHEREAS, in light of the continuing State declaration of emergency resulting from the COVID-19 pandemic, the continuing recommendation by Los Angeles County Public Health officials to maintain various infection control and containment measures referenced above, the City Council desires to make the findings required by AB 361 to allow the City Council and all City Boards and Commissions to continue to meet under AB 361's abbreviated teleconferencing procedures.

## NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

- **SECTION 1.** The Recitals set forth above are true and correct and are incorporated into this Resolution by reference; and
- **SECTION 2.** The City Council finds that the State and County declarations of emergency in response to the COVID-19 pandemic remain in place; and
- **SECTION 3.** The City Council finds that local officials, specifically, the Los Angeles County Department of Public Health, has continued to recommend social distancing measures.
- **SECTION 4.** The City of San Fernando staff along with the City Council are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, taking measures to ensure that meetings of the City Council, the Planning and Preservation Commission and all meetings of other commissions subject to the Brown Act are conducted in accordance with the provisions of Government Code Section 54953(e) to the extent such bodies continue to avail themselves of the relaxed and teleconferencing procedures permitted under AB 361.

**SECTION 5.** If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Resolution would be subsequently declared invalid or unconstitutional.

**SECTION 6.** The operational provisions of this Resolution shall take effect August 13, 2022, and expire upon the earlier of the following (i) 12:00 am on September 11, 2022; or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of San Fernando may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**SECTION 7.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 1st day of August, 2022.

ATTEST:	Mary Mendoza, Mayor of the City of San Fernando, California
ATTEST:	
Julia Fritz, City Clerk	

### **CERTIFICATION**

true, and correct copy of Resolution No. 817	Cornia, do nereby certify that the foregoing is a full, 70 which was regularly introduced and adopted by California, at a regular meeting thereof held on the e of the City Council:
AYES:	
NAYS:	
ABSENT:	
ABSTAINED:	
IN WITNESS WHEREOF, I have hereu City of San Fernando, California, this d	nto set my hand and affixed the official seal of the ay of August, 2022.
	Julia Fritz, City Clerk

### Assembly Bill No. 361

### **CHAPTER 165**

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[ Approved by Governor September 16, 2021.

Filed with Secretary of State September 16, 2021. ]

### LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a guorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public

comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

- (4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.
- (5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.
- (6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

### DIGEST KEY

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: no

### **BILL TEXT**

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

### **SECTION 1.**

Section 89305.6 is added to the Education Code, to read:

### 89305.6.

(a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing and make public meetings accessible telephonically,

or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

- (b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.
- (2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:
- (A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.
- (B) Each teleconference location be accessible to the public.
- (C) Members of the public may address the legislative body at each teleconference conference location.
- (D) Post agendas at all teleconference locations.
- (E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.
- (c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.
- (d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:
- (1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.
- (2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).
- (e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:
- (1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

- (2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.
- (f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.
- (g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

### **SEC. 2.**

Section 11133 is added to the Government Code, to read:

### 11133.

- (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.
- (b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.
- (2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:
- (A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.
- (B) Each teleconference location be accessible to the public.
- (C) Members of the public may address the state body at each teleconference conference location.
- (D) Post agendas at all teleconference locations.

- (E) At least one member of the state body be physically present at the location specified in the notice of the meeting.
- (c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.
- (d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:
- (1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.
- (2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).
- (e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:
- (1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.
- (2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.
- (f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

### **SEC. 3.**

Section 54953 of the Government Code is amended to read:

### 54953.

- (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.
- (b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.
- (2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.
- (3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.
- (4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.
- (c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.
- (2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.
- (3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act

(Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

- (d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.
- (2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.
- (3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.
- (e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:
- (A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- (B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- (C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- (2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:
- (A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

- (B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.
- (C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.
- (D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.
- (E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.
- (F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.
- (G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.
- (ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.
- (iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the

opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

- (3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:
- (A) The legislative body has reconsidered the circumstances of the state of emergency.
- (B) Any of the following circumstances exist:
- (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
- (ii) State or local officials continue to impose or recommend measures to promote social distancing.
- (4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).
- (f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

### SEC. 3.1.

Section 54953 of the Government Code is amended to read:

### 54953.

- (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.
- (b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.
- (2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

- (3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.
- (4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.
- (c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.
- (2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.
- (3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.
- (d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.
- (2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.
- (3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1

(commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

- (e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:
- (A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- (B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- (C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- (2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:
- (A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.
- (B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.
- (C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.
- (D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the

public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

- (E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.
- (F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.
- (G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.
- (ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.
- (iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.
- (3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:
- (A) The legislative body has reconsidered the circumstances of the state of emergency.
- (B) Any of the following circumstances exist:
- (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
- (ii) State or local officials continue to impose or recommend measures to promote social distancing.
- (4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

### **SEC. 4.**

Section 54953 is added to the Government Code, to read:

### 54953.

- (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.
- (b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.
- (2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.
- (3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.
- (4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations
- (c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.
- (2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.
- (3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act

(Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

- (d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.
- (2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.
- (3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.
- (e) This section shall become operative January 1, 2024.

### SEC. 4.1.

Section 54953 is added to the Government Code, to read:

### 54953.

- (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.
- (b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

- (2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.
- (3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.
- (4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.
- (c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.
- (2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.
- (3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.
- (d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.
- (2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

- (3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.
- (e) This section shall become operative January 1, 2024.

### **SEC. 5.**

Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

### **SEC. 6.**

It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

### SEC. 7.

The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

### **SEC. 8.**

(a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video

teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

- (b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:
- (1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.
- (2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

### **SEC. 9.**

This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

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## AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager

By: Julia Fritz, City Clerk

**Date:** August 1, 2022

**Subject:** Consideration to Approve a Request from Kidneys Quest Foundation to Use the

City Seal to Co-sponsor the 2022 Health and Wellness Family Festival

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve a request from Kidneys Quest Foundation to use the City Seal to co-sponsor the Kidneys Quest Foundations 2022 Health and Wellness Family Festival (Attachment "A"); and
- b. Authorize the City Manager to approve co-sponsorship of future Health and Wellness Events organized by Kidneys Quest Foundation.

### **BACKGROUND:**

- 1. On September 11, 2020, Kidneys Quest Foundations ("Foundation") submitted a request to use the City Seal to imprint on "Emergency Backpacks" for the Foundations Emergency Education Backpack Distribution Program. The Emergency Backpacks were provided to kidney and hemodialysis patients in California and throughout the United States to teach kidney patients how to prepare for disasters, such as earthquakes or fires and emergencies, by receiving fully stocked backpacks with emergency supplies.
- On September 20, 2020, pursuant to Resolution No. 6904, the City Council approved the request to use imprint the City seal on backpacks for the Kidneys Quest Emergency Education Backpack Distribution Program.
- 3. On June 25, 2022, Kidneys Quest Foundation requested use of the City seal to co-sponsor the Foundation's 2022 Health and Wellness Family Festival event, which is being held at the San Fernando Recreation Park on September 25, 2022.

CITY CLERK DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1204

WWW.SFCITY.ORG

Consideration to Approve a Request from Kidneys Quest Foundation to Use the City Seal to Co-sponsor the 2022 Health and Wellness Family Festival

Page 2 of 2

### **ANALYSIS:**

Kidneys Quest Foundation ("Foundation") is a non-profit outreach organization that serves San Fernando residents who are age 12 years old or older and affected by kidney disease, as well as their caregivers, health professionals and family members. The Foundation has been educating and bringing more community awareness to chronic kidney diseases and disorders to help patients take action in managing their condition; treatment; to lead productive lives; and even find employment while undergoing treatment, if they wish.

In September 2020, the City Council approved the use of the City seal be imprinted on backpacks for the Kidneys Quest Emergency Education Backpack Distribution Program.

On June 25, 2022, Kidneys Quest Foundation Inc. requested use of the City seal to co-sponsor the Foundations 2022 Health and Wellness Family Festival, which is being held at the San Fernando Recreation Park, on September 25, 2022. The co-sponsorship will allow KQF to use the City Seal on promotional material and allow the City to promote the event through various email and social media outlets.

### **BUDGET IMPACT:**

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

### **CONCLUSION:**

It is recommended that the City Council approve a request from Kidneys Quest Foundation to use the City seal to co-sponsor the Kidneys Quest Foundations 2022 Health and Wellness Family Festival; and authorize the City Manager to approve co-sponsorship of future Health and Wellness Events organized by Kidneys Quest Foundation.

### **ATTACHMENTS:**

- A. 2022 Health and Wellness Family Festival
- B. Resolution No. 6904



## 2022 Health & Wellness Family Festival

HOME > EVENTS > 2022 HEALTH & WELLNESS FAMILY FESTIVAL

**ATTACHMENT "A"** 



### **About Event**

This is the most well-known lifes priority, and it includes a personal attention to and maintenance of overall health through nutrition, physical activity, sleep, and positive healthy habits to maintain a healthy quality of life.

A new season means a new schedule for improving ourself Mentally. Receiving a diagnosis of a chronic illness can be life-altering. Along with the day-to-day physical symptoms of the illness, emotions such as sadness, grief, and denial, as well as an added financial burden, can follow a diagnosis.

### We will be offering early childhood screening & services:

· Free healthcare screening, vision, and dental exams.

### **Entertainment:**

• Arts & Crafts, Projects & exciting activities.

### **Event Information**

Date: September 24, 2022

Time: 9:00am - 3:00pm

Location: City of San Fernando - Recreation Park Recreation Center - 208 Park Ave, San Fernando, CA 91340

### **More Information**



### **Available Workshops**

- · Professional Speakers
- CPR & First Aid safety
- Fitness & Meditation
- · Health Topics with Q&A
- · Arts & Crafts

### **Business & Resources Vendors**

- · Visit one of the many hands-on hand activity booths.
- Families will also learn about the rich Resources that are available in the community to help people thrive.

### **Vaccination Station**

- The COVID-19 vaccine is free.
- Vaccines are available for everyone age 6 months and over.
- You will not be asked about your immigration status when you get a vaccine.
- · No appointment is needed at many locations.

### **Contact Information**

Please contact info@kidneysquestfoundation.org if you have any questions about the festival.

Please contact carolyn@kidneysquestfoundation.org if you would like to sponsor this festival.

### **Sponsor Recognition**



+ GOOGLE CALE	IDAR 📑	+	ICAL	EXPOR
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### **DETAILS**

Date:

September 24

Time

9:00 am - 3:00 pm



### Leave a comment

Your Name \* Your E-mail \*

Save my name, email, and website in this browser for the next time I comment.

I agree that my submitted data is being collected and stored. For further details on handling user data, see our Privacy Policy



#### Main Menu

About Us Kidney Hea**l**th

Why Kidneys are important How your Kidney works Keeping Your Kidneys Healthy Kidney Health A to Z Calendar

Donations Contact Us

#### **Contact Info**

1058 N Maclay Ave.

San Fernando, CA 91340

(818) 521-6348 kqfoundation@gmail.com

#### Stay in Touch

All Rights Reserved ©2021 Kidneys Quest Foundation.

#### **RESOLUTION NO. 6904**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AMENDING THE STANDARD MANAGEMENT PROCEDURE REGARDING USE OF CITY SEAL

WHEREAS, the City Council adopted a standard management procedure for the use of the City seal on August 3, 1987.

WHEREAS, the City Council desires to revise the procedure to limit the use of the City seal, as provided in this resolution.

WHEREAS, it shall be City policy that the City seal, as described in Municipal Code Section 1-13, shall only be used as provided in this policy. The purpose of this policy is to:

- A. Ensure that the City seal is not used for inappropriate events and affairs.
- B. Control use of the City seal so as to prevent unauthorized use, which could imply City participation, support, or sponsorship in commercial, political, or non-City events.

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY FINDS AND RESOLVES:

The City has designated an official seal, which serves to identify City involvement in some manner. Typically, the seal is used on City stationary, City vehicles, brochures and other information. It is important that some guidelines be followed so that the seal be used in an appropriate manner. Therefore, the following guidelines shall be followed pertaining to the City seal:

- The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
- The City seal may be used on t-shirts, hats, calendars and other like material when sponsored by the City upon approval of the City Administrator.
- 3. The City seal may not be used by organizations other than the City without prior approval of a majority of the City Council.
- 4. The City seal may not be used for political or commercial purposes.
- 5. In cases where it is unclear whether a proposed use of the seal is appropriate, three members of the City Council must approve the use as a scheduled item on a City Council agenda.

PASSED, APPROVED and ADOPTED this 5th day of May, 2003.

Dr. gad Beutil Mayor José Hernández, Ph.D.

ATTEST:

Una H Unawy Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada, City Attorney

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando and signed by the Mayor of the City of San Fernando at a regular meeting held on the 5<sup>th</sup> day of May, 2003; and that the same was passed by the following vote:

AYES:

Hernández, De La Torre, Veres, Ruelas, Martinez - 5

NOES:

None

ABSENT:

None

Elena G. Chávez, City Clerk

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### AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager

By: Matt Baumgardner, Director of Public Works

**Date:** August 1, 2022

**Subject:** Consideration to Accept Project Completion and Authorize the Recordation of the

Notice of Completion for the Pico Street Improvement Project, Job No. 7610, Plan

No. P-731

#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Accept the improvements as constructed by Hardy & Harper, Inc., and consider the work completed;
- b. Authorize the issuance and filing of the "Notice of Completion" (Attachment "A") with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the five percent retention amount (\$25,093.17) after the 35-day lien period from the date the Notice of Completion is recorded.

#### **BACKGROUND:**

- 1. On March 8, 2022, the City Clerk Department received and opened four bids for construction of the Pico Street Improvement Project (the Project). Staff analyzed all bids and determined the bid from Hardy & Harper, Inc., to be the lowest responsible bid.
- 2. On April 4, 2022, the City Council awarded a Contract No. 2062 to Hardy & Harper, Inc. (Contractor), in the amount of \$465,000, authorized the City Manager to execute change orders to the contract with Hardy & Harper, Inc., and approved change orders not-to-exceed 10% (\$46,500) of contract amount.
- 3. On April 20, 2022, a Notice to Proceed was issued to the Contractor.
- 4. On April 25, 2022, construction started and on June 7, 2022, the full scope of work was completed by the Contractor.

PUBLIC WORKS DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1222

WWW.SFCITY.ORG

Consideration to Accept Project Completion and Authorize the Recordation of the Notice of Completion for the Pico Street Improvement Project, Job No. 7610, Plan No. P-731

Page 2 of 3

#### **ANALYSIS:**

This project consisted of roadway resurfacing and concrete improvements on an approximate 0.4-mile section of Pico Street, between Kalisher Street and Brand Boulevard. The work included:

- Replacement of concrete curb and gutters;
- Pavement rehabilitation;
- Reconstruction of non-ADA compliant wheelchair ramps;
- Replacement of sidewalks;
- Replacement of driveway approaches; and
- Installation of traffic striping and signage.

Three change orders were issued for this project with the first being in the amount of \$3,387.05 for additional signage and striping. A second change order was issued in the amount of \$3,823.30 for partial project quantity balancing of bid items Nos. 1-19, 21-23, and 28. A third change order was issued in the amount of \$29,653.10 for final project quantity balancing of bid items Nos. 19 and 26. The total amount of all three change orders, \$36,863.45, was below the 10 percent contingency amount of \$46,500. The project's inspection and testing services were provided by GMU, Inc. Labor compliance and Community Development Block Grant (CDBG) oversight for the project was provided by Michael Baker International, Inc.

#### **BUDGET IMPACT:**

Funding for this project was included in the Fiscal Year 2021-2022 Adopted Budget with the exception of Measure R funding which was added on April 4, 2022. Several funding sources, including CDBG, SB-1, and Measure R were utilized to complete this project. The total construction cost of \$501,863.45, including all change orders, was under the total approved construction budget with contingencies of \$511,500.

SOURCES			
Fund	Account Number	Allocation	
CDBG	026-3693-0182	\$	479,325
SB-1	025-3623-0000	\$	50,000
Measure R	012-3210-0000	\$	100,000
Total Sources:		\$	629,325

USES					
Activity	Account Number		Cost		
Engineering/Administration/Construction Management/Inspection/Testing/Compliance	012/025-311-0182-4600	\$	121,484		
Construction (including 10% contingency)	012/025/026-311-0182-4600	\$	501,863		
Total Uses:		\$	623,347		

Consideration to Accept Project Completion and Authorize the Recordation of the Notice of Completion for the Pico Street Improvement Project, Job No. 7610, Plan No. P-731

Page 3 of 3

Additional funding using Measure R Funds in the amount of \$100,000 was appropriated to complete the project, including a 10 percent contingency for the project, as well as administrative and management costs. Overall, the project was completed under the budgeted amount by \$5,978. These funds will be returned to the Measure R fund balance to be appropriated by City Council in future years.

#### **CONCLUSION:**

The Pico Street Improvement Project has been completed to staff's satisfaction and is in conformance with the approved plans and specifications. Project acceptance and filing the Notice of Completion allows for the project to be closed out.

#### **ATTACHMENT:**

A. Notice of Completion

#### **ATTACHMENT "A"**

# RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of San Fernando

Julia Fritz, City Clerk San Fernando City Hall 117 Macneil Street San Fernando, CA 91340

Space Above This Line Reserved For The Recorder's Use

**EXEMPT FROM RECORDING FEES PER GOVT CODE SECTION 6103** 

## NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

- 1. **NOTICE IS HEREBY GIVEN THAT:** work on the Pico Street Improvement Project, Job No. 7610 has been completed, and it is recommended that a Notice of Completion be executed and recorded
- 2. **NAME AND ADDRESS OF OWNER:** City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
- 3. **DESCRIPTION OF THE PUBLIC WORK:** Project construction improvements consisted of pavement rehabilitation, the removal and replacement of certain sections of curb and gutter, sidewalk, driveway approaches, and the reconstruction of non-ADA compliant wheelchair ramps along this section of Pico Street.
- 4. DESCRIPTION OF PROPERTY: The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, State of California, and is described as: an approximate 0.4-mile section of Pico Street, between Kalisher Street and Brand Boulevard
- ACCEPTED AND COMPLETED: Work on said contract was completed and accepted on August 1, 2022
- 6. **NATURE OF OWNER'S INTEREST:** Public Right of Way (Public Street(s))

Julia Fritz, Notary Public

- 7. NAME AND ADDRESS OF CONTRACTOR: Hardy & Harper, Inc., 32 Rancho Circle, Lake Forest, CA 92630
- 8. DECLARATION: I, Matthew Baumgardner, duly appointed Director of Public Works of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

and correct.		
Matthew Baumgardi City of San Fernand (City Seal)	•	olic Works Date
( )	Δ	CKNOWLEDGMENT
State of California County of Los Angeles	)	
		is certificate verifies only the identity of the individual who signed th, and not the truthfulness, accuracy, or validity of that document.
who proved to me on the boto the within instrument a	asis of satisfactor nd acknowledge d that by his <del>/her</del>	ritz, Notary Public, personally appeared, Matthew Baumgardery evidence to be the person <del>(s)</del> whose name <del>(s)</del> is <del>/are</del> subscribed to me that he <del>/she/they</del> executed the same in his <del>/her/thei/their</del> signature <del>(s)</del> on the instrument the person <del>(s)</del> , or the entitixecuted the instrument.
I certify UNDER PENALTY O is true and correct.	F PERJURY under	the laws of the State of California that the foregoing paragraph
WITNESS my hand and offic	cial seal.	
Signature		(Seal)

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## AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager

By: Matt Baumgardner, Director of Public Works

Kenneth Jones, Management Analyst

**Date:** August 1, 2022

Subject: Consideration to Approve a Professional Services Agreement for City Traffic

Engineering Services with Tom Brohard and Associates

#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" Contract No. 2091) with Tom Brohard and Associates, in an amount not to exceed the annual City Council approved budgeted expenditure for City Traffic Engineering Services for a three-year term, with a City option to renew for two additional years; and
- b. Authorize the City Manager to execute the agreement and related documents.

#### **BACKGROUND:**

- 1. On April 4, 2022, a Request for Qualifications (RFQ) (Attachment "B") for City Traffic Engineering Services was published on the City's website.
- 2. On May 2, 2022, the City received a total of nine proposals to provide City Traffic Engineering Services: General Technologies and Solutions, Interwest Consulting Group, KOA Corporation, Minagar & Associates, Tom Brohard and Associates, Transoft Solutions, Transtech, W.G. Zimmerman Engineering and Willdan.
- 3. From May 16, 2022 through June 17, 2022, staff reviewed and evaluate each proposal.

#### **ANALYSIS:**

The Public Works Department's Administration and Engineering Division is staffed with two Civil Engineering Assistant II, one Management Analyst, and one Executive Assistant in addition to the Director of Public Works. Due to the increase in the number of Capital Improvement Projects, which in many instances require a traffic engineer's review and analysis, and the increasing need to have specialized engineering services to review traffic plans, it was determined that having on-call access to traffic engineering services would be beneficial to the Department.

PUBLIC WORKS DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340 (818) 898-1222 WWW.SFCITY.ORG

# Consideration to Approve a Professional Services Agreement for City Traffic Engineering Services with Tom Brohard and Associates

Page 2 of 3

On-call contracts for professional engineering services are an effective way to retain engineering consultants to ensure that public works projects and programs are delivered in a timely and cost-effective way. With an on-call contract, the City has the ability to call on consultants when work is needed without incurring the additional costs associated with selecting consultants individually for each scope of work. The specialized expertise of a consultant is particularly useful when the City must comply with statutory requirements, saving a great deal of time and reducing the risk to the City of costly mistakes. A consultant's perspective is often crucial for spotting problems or opportunities, as well as providing independent third-party recommendations.

The City currently contracts with Tom Brohard and Associates (TBA) for Traffic Engineering Services, whose contract expired on June 30, 2022. Continued on-call access to traffic engineering services is needed to support ongoing and upcoming capital projects, assisting staff to ensure compliance with Department of Transportation regulations, developing and updating city transportation plans and policies and preparing reports detailing findings of studies.

A formal RFQ for City Traffic Engineering Services was publicized on the City's website and in the San Fernando Valley Sun Newspaper.

The City received nine proposals for the requested service by the RFQ deadline. After reviewing all the submitted proposals, staff determined that each firm meets minimum qualifications and is capable of delivering on the scope of work being requested. However, TBA had the most years of experience specializing in, and providing, traffic engineering services to municipal clients. Additionally, TBA provided a very competitive hourly rate for service. Each of these areas were used as criteria for rating each proposal.

Therefore, following a competitive proposal process, staff is recommending that the City Council approve a Professional Services Agreement with Tom Brohard and Associates. TBA's proposal is included (Attachment "C") for reference.

#### Tom Brohard and Associates (TBA).

Since its inception in 2000, TBA has specialized in providing traffic engineering and transportation planning services to both public and private sector clients. Mr. Brohard himself has over 50 years of professional experience as a traffic engineer. TBA has a history of providing outstanding traffic engineering services to the City. Since 2004, TBA has conducted numerous traffic studies and reviews related to traffic calming policies for the City, as well as, speed surveys and project-specific traffic designs. The City has been satisfied with the level of service and professional guidance provided by TBA.

#### **BUDGET IMPACT:**

The annual not-to-exceed costs for the on-call traffic engineering services contract will be based on the City Council approved annual budget each contract year. The fees for each service are

# Consideration to Approve a Professional Services Agreement for City Traffic Engineering Services with Tom Brohard and Associates

Page 3 of 3

pre-determined (submitted with proposal) and will not fluctuate during the initial three-year term of each contract. Funds totaling \$75,000 to cover the cost of traffic engineering services being requested in the first year of the contract have been appropriated within the Fiscal Year 2022-2023 Adopted Budget in account 001-310-0000-4270.

#### **CONCLUSION:**

Staff recommends that the City Council approve Professional Services Agreement Contract No. 2091 with Tom Brohard and Associates for City Traffic Engineering Services and authorize the City Manager to execute an agreement for stated services.

#### **ATTACHMENTS:**

A. Contract No. 2091, including: Exhibit A: Scope of Services

Exhibit B: Approved Fee Schedule

B. Request for Qualifications

C. Tom Brohard and Associates Bid Proposal

# Tom Brohard and Associates Traffic Engineering Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of August 2022 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and TOM BROHARD AND ASSOCIATES, 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 <u>SCOPE OF SERVICES</u>: 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 **"Scope of 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 <u>TERM</u>: This Agreement shall have a term of three (3) years with two (2) one-year City options to renew commencing on August 1, 2022. 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 <u>COMPENSATION</u>:

- 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** "B" (hereinafter, the "Approved Fee Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the dollar amount appropriated for services at the beginning of each fiscal year or any increases to the original appropriated amount throughout the fiscal year (hereinafter, the "Not-to-

**City Engineering Services** 

Page 2 of 16

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 CONTRACTOR'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 CONTRACTOR's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, 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 <u>ACCOUNTING RECORDS</u>: 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.
- 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 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.

**City Engineering Services** 

Page 3 of 16

CONTRACT NO. 2091

#### II. PERFORMANCE OF AGREEMENT

- 2.1 <u>CITY'S REPRESENTATIVES</u>: The CITY hereby designates the Director of Public Works and Kenneth Jones, 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 <u>CONSULTANT REPRESENTATIVE</u>: CONSULTANT hereby designates Tom Brohard, President/CEO 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 <u>COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS</u>: 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 <u>STANDARD OF CARE; PERFORMANCE OF EMPLOYEES</u>: CONSULTANT represents, acknowledges and agrees to the following:
  - A. CONSULTANT shall perform all Work in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline as CONSULTANT in the State of California;
  - 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;

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- 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 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 <u>ASSIGNMENT</u>: 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 <u>CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR</u>: 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

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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 <u>REMOVAL OF EMPLOYEES OR AGENTS</u>: 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 <u>COMPLIANCE WITH LAWS</u>: 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 <u>NON-DISCRIMINATION</u>: 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.

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#### III. INSURANCE

- 3.1 <u>DUTY TO PROCURE AND MAINTAIN INSURANCE</u>: 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. <u>Commercial General Liability Insurance</u>: 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. <u>Automobile Liability Insurance</u>: 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 or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
  - D. <u>Errors & Omissions Insurance</u>: 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 annual aggregate.
- 3.2 <u>ADDITIONAL INSURED REQUIREMENTS</u>: 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 <u>REQUIRED CARRIER RATING</u>: 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

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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 <u>WAIVER OF SUBROGATION</u>: 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.
- NERIFICATION 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 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.

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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 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.

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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:

- 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:

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- 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.

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 of 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

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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.
- 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.

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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 <u>SCOPE OF WAIVER</u>: 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 <u>SURVIVING ARTICLES, SECTIONS AND PROVISIONS</u>: 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. <u>MISCELLANEOUS PROVISIONS</u>

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.

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- 6.2 <u>CONFIDENTIALITY</u>: 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 <u>FALSE CLAIMS ACT</u>: 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 <u>NOTICES</u>: 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:**

CITY:

Tom Brohard and Associates 81905 Mountain View Lane La Quinta, CA 92253-7611

Attn: Tom Brohard, President/CEO

Phone: (760) 398-8885 Email: tbrohard0@gmail.com City of San Fernando Public Works Department 117 Macneil Street San Fernando, CA 91340

Attn: Matt Baumgardner, Director of

**Public Works** 

Phone: 818-898-1237 Fax: 818-361-6728

Such notices shall be deemed effective when personally delivered <u>or</u> successfully transmitted by facsimile as evidenced by a fax confirmation slip <u>or</u> 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 <u>COOPERATION; FURTHER ACTS</u>: 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 <u>SUBCONTRACTING</u>: 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

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- 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 <u>CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS</u>: 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 <u>TIME IS OF THE ESSENCE</u>: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 <u>ATTORNEYS' FEES</u>: 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 <u>SUCCESSORS AND ASSIGNS</u>: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 <u>NO THIRD PARTY BENEFIT</u>: 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 <u>CONSTRUCTION OF AGREEMENT</u>: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement

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- together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 <u>SEVERABILITY</u>: 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 <u>AMENDMENT; MODIFICATION</u>: 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 <u>CAPTIONS</u>: 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 <u>INCONSISTENCIES OR CONFLICTS</u>: 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.
- 6.20 <u>COUNTERPARTS</u>: .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 C	OF SAN FERNANDO	TOM BROHARD AND ASSOCIATES
Ву:		Ву:
	Nick Kimball, City Manager	
		Name:
Date:		
		Title:
APPRO	OVED AS TO FORM	Date:
_		
Ву:	Bill In III III III III III III III III II	
	Richard Padilla, Assistant City Attorney	
Date:		
- 400.		

# **Tom Brohard and Associates**

April 29, 2022

Mr. Kenneth Jones, Management Analyst Public Works Department City of San Fernando 117 Macneil Street San Fernando, California 91340

SUBJECT: City of San Fernando RFQ - Traffic Engineering Services

Dear Mr. Jones:

As indicated in the City of San Fernando's Request for Qualifications for Traffic Engineering Services, Tom Brohard and Associates is pleased to submit this response and proposal to provide on call traffic engineering and transportation planning services to the City of San Fernando. I have gained an exceptional understanding of the assignment by providing these on call services to the community continuously since mid-2003.

#### UNDERSTANDING OF THE REQUESTED SCOPE OF SERVICES

The City of San Fernando desires to retain a qualified consultant to provide professional advice regarding traffic and transportation issues in the community. Services include traffic engineering, transportation planning, and the review of various plans, reports, and other documents associated with capital improvement and development projects. The focus of the work is anticipated to be on traffic engineering services associated with citizen requests and City projects as well as on various transportation planning issues that could impact the community.

The City desires that the consultant function as an extension of City staff, serving the community with minimal direction and instruction. From time to time, attendance at various meetings and hearings to discuss traffic and transportation issues may be needed. However, it is understood that attendance at regular meetings of the City Council, Planning & Preservation Commission, and Transportation & Safety Commission will not be required as part of this assignment. Attendance at these meetings typically occurs remotely using Zoom or other methods. It is also understood that regularly scheduled office hours at City Hall are not required.

#### METHODOLOGY AND WORK PLAN

The on-call traffic engineering and transportation planning services for the City of San Fernando include technical assistance and support to City staff in review of plans and documents associated with various projects. This assignment entails completion of these various tasks in a timely manner. The consultant also serves as a reference and resource as questions arise regarding traffic engineering and

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Phone (760) 398-8885
Email throhard0@gmail.com

# Mr. Kenneth Jones, Management Analyst On Call Traffic Engineering and Transportation Planning Services April 29, 2022

transportation planning principles, polices, and practices. The scope of services for the City of San Fernando may include the following typical duties and tasks:

- > Review engineering plans and studies prepared for private developments and capital improvement projects.
- > Evaluate and recommend appropriate traffic calming strategies to address neighborhood concerns.
- > Review and analyze traffic operations including traffic signals, signs, striping, pavement markings, and curb markings.
- Review work area traffic control plans.
- Conduct/review traffic engineering and transportation planning studies.
- > Draft reports for Transportation & Safety Commission and City Council.
- > Attend Transportation & Safety Commission, City Council, and other meetings as may be requested.

# On Call Traffic Engineering and Transportation Planning Services April 29, 2022

#### **FEE PROPOSAL**

Compensation for all work performed by Tom Brohard and for portal-to-portal travel time to and from the City (if necessary) is proposed to occur on a time and materials basis at a rate of \$295 per hour. This hourly rate includes all indirect cost items such as telephone usage and mileage. The quoted hourly rate is effective for three years from July 1, 2022 through June 30, 2025 and may be adjusted after that date. All subconsultant work involving collection of traffic data such as volume and speed measurements will be invoiced to the City at cost.

**ATTACHMENT "B"** 

### **REQUEST FOR QUALIFICATIONS**



The Public Works Department is requesting RFQ's for:

## **Traffic Engineering Services**

RELEASE DATE: April 4, 2022

RESPONSE DUE: May 2, 2022

#### **GENERAL INFORMATION**

The City of San Fernando Public Works Department is requesting RFQs from qualified firms to provide traffic engineering services. The contract for services will have an initial term of three (3) years and allow for two one-year options to renew. The traffic engineering services being requested by the City are described in the Scope of Services.

#### **BACKGROUND**

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with seven departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City is approximately 2.4 square miles and has 60 miles of water mains, 40 miles of sanitary sewers, 50 miles of roadways, 41 traffic signals, 10 miles of storm drains, 80 miles of sidewalk, and water production/distribution system. The City's total Adopted Budget for fiscal year 2021-2022 is \$62.7 million which includes a General Fund budget of \$22.5 million.

The City is a cost conscious provider of outstanding public services to its citizens and local businesses and believes that the open competition for services and products provides the City with the best results for its public dollars. The goal of this RFQ is for the City to receive responsive and competitive proposals from experienced and qualified firms to provide traffic engineering services.

#### **SCOPE OF SERVICES**

Traffic engineering services may include, but shall not be limited to the following:

#### 1. Traffic Safety Studies

The selected Traffic Engineering Consultant shall perform services that include, but not limited to, signal and stop warrants analysis for possible signal or stop sign installations in accordance with the City of San Fernando Traffic Calming Plan, speed hump warrants analysis for possible speed hump installation, and general traffic engineering associated with planning, design, studies and evaluation of traffic engineering projects

#### 2. Engineering and Traffic Survey Report

The selected Traffic Engineer will review and prepare the Engineering and Traffic Survey Report studies as required by Section 40802 of the California Vehicle Code in order to analyze speed data and recommend speed limit changes and safety related improvements.

#### 3. Peer Review Project Plans

The selected Traffic Engineer will provide peer review and make recommendations on capital improvement projects to assure compliance with California MUTCD and Caltrans requirements.

#### 4. <u>Develop the Scope of Work for Development Studies</u>

Work with Staff and developers to develop scopes of work for traffic impact analysis reports for development and perform completeness checks prior to land-use submittals.

#### 5. <u>Miscellaneous Traffic Engineering Services</u>

Traffic engineering services not specifically identified in previous subtasks may be performed by the Consultant at the direction of the City.

- Review subdivision or new development projects involving traffic impact analyses;
- Review of traffic signal timing plans and collision data for intersections, with recommended adjustments;
- Conduct or review traffic engineering, traffic analysis, and transportation planning studies or project specific traffic related issues analysis; and
- Review traffic control plans related to CIP's

#### **INSTRUCTIONS TO SUBMITTING FIRMS**

#### A. <u>Examination of Proposal Documents</u>

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services requested under this RFQ, and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

#### B. **Questions/Clarifications**

Please direct any questions regarding this RFQ to Kenneth Jones, Management Analyst, via e-mail at <a href="mailto:kjones@sfcity.org">kjones@sfcity.org</a>. Questions must be received by 5:30 p.m. on Monday, April 18, 2022. All questions received prior to the deadline will be collected and responses will be emailed by Friday, April 22, 2022.

#### C. <u>Submission of Proposals</u>

All proposals shall be submitted via email to Kenneth Jones at <a href="mailto:kjones@sfcity.org">kjones@sfcity.org</a> and the subject line of the email shall read, "City of San Fernando RFQ – Traffic Engineering Services."

Proposals must be received no later than **Monday**, **May 2**, **2022 at 5:30 p.m.** All proposals received after that time will not be accepted.

#### D. Withdrawal of Proposal

A firm may withdraw its proposal at any time before the due date for submission by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

#### E. Rights of City of San Fernando

This RFQ does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposal or in anticipation of a contract.

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Qualifications;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request for Qualifications process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest fee schedule; and/or
- 10) Waive informalities and irregularities in the RFQ process.

#### F. Contract Type

It is anticipated that a standard form professional services agreement (Attachment "A") will be signed subsequent to City Council review and approval of the recommended firm.

#### G. Collusion

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

#### **SCHEDULE FOR SELECTION**

RFQ Available: April 4, 2022
Deadline for submittal of Questions: April 18, 2022
Response to Questions: April 22, 2022
Deadline for submittal of Proposal: May 2, 2022
Interviews (if necessary) May 2022

Agreement Presented to Council for Review & Approval: June 6, 2022

#### **METHOD OF SELECTION AND NOTICES**

The Director of Public Works will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's scope of services.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipalities.
- Cost effectiveness.
- Quality of proposed staff.

#### **SELECTION CRITERIA**

The City of San Fernando will select the firm on the basis of qualifications and experience. The following general selection criteria will be used to evaluate each consultant firm:

- 1. Qualifications and knowledge of Firm and key personnel's experience most closely related to the stated scope of work
- 2. Relevant experience within the past five years.
- 3. Responsiveness to and clarity of the Request for Qualifications.
- 4. References

#### STATEMENT OF QUALIFICATIONS

The Statement of Qualifications should include:

- In order to be considered eligible and qualified under this RFQ, the firm must have a
  minimum of five (5) years of experience in the field of providing traffic engineering
  services for cities of similar size to the City of San Fernando. A statement of qualification
  demonstrating the foregoing and listing the firm's experience in providing traffic
  engineering services must be submitted.
- 2. Firm shall submit a description of its organizational structure, history, legal status (i.e. partnership, corporation, etc.), list of owners and officers, capabilities, experience, and management philosophy. The City is particularly interested in the firm's approach to managing multiple projects, organizational resources, and the primary businesses in which the firm is involved.
- 3. Firm must demonstrate an understanding of the scope of services as described in this RFQ.
- 4. Firm shall include the resumes of the proposed key personnel showing relevant education, training and experience. Please specifically address any technical resources and staff that will be available to assist the City.
- 5. References from previous clients, similar in size to the City of San Fernando, with direct knowledge of past performance of firm. Client references should be located within California
- 6. Fee schedule for Traffic Engineer and all related support staff.

<sup>\*</sup>The City may elect to interview a short list of qualified firms or interview only the top two rated firms based upon the Proposal received in response to the RFQ.



# Consultant Traffic Engineering Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this (Day) day of (Month/Day) 2022 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and [INSERT NAME OF CONSULTANT], a [INSERT TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.] (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 <u>SCOPE OF SERVICES</u>: 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 **"Scope of 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 <u>TERM</u>: This Agreement shall have a term of three (3) years with two (2) one-year City options to renew commencing from (Moth/Day), 2022. 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 <u>COMPENSATION</u>:

- 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 "B"** (hereinafter, the **"Approved Rate Schedule"**).
- 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 [NOT-TO-EXCEED SUM] (hereinafter, the "Not-to-Exceed Sum"),

**City Engineering Services** 

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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 <u>ACCOUNTING RECORDS</u>: 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.
- 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 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

**City Engineering Services** 

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- 2.1 <u>CITY'S REPRESENTATIVES</u>: The CITY hereby designates the Director of Public Works and Kenneth Jones, Public Works Management Analsyt (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 [INSERT NAME AND TITLE OF PERSON WHO IS CONSULTANT REPRESENTATIVE FOR PURPOSES OF CONTRACT ADMINISTRATION] 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 <u>COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS</u>: 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 <u>STANDARD OF CARE; PERFORMANCE OF EMPLOYEES</u>: 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;

**City Engineering Services** 

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- 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 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 <u>ASSIGNMENT</u>: 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 <u>CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR</u>: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision.

**City Engineering Services** 

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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 <u>REMOVAL OF EMPLOYEES OR AGENTS</u>: 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 <u>COMPLIANCE WITH LAWS</u>: 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 <u>NON-DISCRIMINATION</u>: 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. <u>INDEPENDENT CONTRACTOR STATUS</u>: 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,

**City Engineering Services** 

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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. <u>INSURANCE</u>

- 3.1 <u>DUTY TO PROCURE AND MAINTAIN INSURANCE</u>: 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. <u>Commercial General Liability Insurance</u>: 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. <u>Automobile Liability Insurance</u>: 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 or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
  - D. <u>Errors & Omissions Insurance</u>: 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.

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- 3.2 <u>ADDITIONAL INSURED REQUIREMENTS</u>: 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 <u>REQUIRED CARRIER RATING</u>: 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 <u>WAIVER OF SUBROGATION</u>: 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.
- NERIFICATION 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 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

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- 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 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.

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- 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 <u>TERMINATION WITHOUT CAUSE</u>: 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 <u>EVENTS OF DEFAULT; BREACH OF AGREEMENT:</u>

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

**City Engineering Services** 

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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.

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

**City Engineering Services** 

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CONSULTANT, whether voluntary of 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.
- 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;

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- 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 <u>SCOPE OF WAIVER</u>: 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 <u>SURVIVING ARTICLES, SECTIONS AND PROVISIONS</u>: 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

6.1 <u>DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY</u>: 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

**City Engineering Services** 

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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 <u>CONFIDENTIALITY</u>: 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 <u>FALSE CLAIMS ACT</u>: 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 <u>NOTICES</u>: 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:**

[INSERT Business Name of Consultant]

[INSERT Business Address]

Attn: [INSERT Name/Title of Consultant's chief contact]

Phone: [INSERT Phone Number]
Fax: [INSERT Fax Number]

Email: [If available, INSERT e-mail or

delete]

#### CITY:

City of San Fernando Public Works Deparment 117 Macneil Street San Fernando, CA 91340

Attn: Matt Baumgardner, Director of

**Public Works** 

Phone: 818-898-1237 Fax: 818-361-6728

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Such notices shall be deemed effective when personally delivered <u>or</u> successfully transmitted by facsimile as evidenced by a fax confirmation slip <u>or</u> 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 <u>COOPERATION; FURTHER ACTS</u>: 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 <u>SUBCONTRACTING</u>: 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 <u>CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS</u>: 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 <u>TIME IS OF THE ESSENCE</u>: Time is of the essence for each and every provision of this Agreement.
- 6.10 <u>GOVERNING LAW AND VENUE</u>: 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 <u>ATTORNEYS' FEES</u>: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,

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- 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 <u>SUCCESSORS AND ASSIGNS</u>: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 <u>NO THIRD PARTY BENEFIT</u>: 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 <u>CONSTRUCTION OF AGREEMENT</u>: 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 <u>SEVERABILITY</u>: 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 <u>AMENDMENT; MODIFICATION</u>: 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 <u>CAPTIONS</u>: 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 <u>INCONSISTENCIES OR CONFLICTS</u>: 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.
- 6.20 <u>COUNTERPARTS</u>: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten

**City Engineering Services** 

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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)

**City Engineering Services** 

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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		[INSERT BUSINESS NAME OF CONSULTANT]		
Ву:		Ву:		
	Nick Kimball, City Manager	Name:		
		Title:		
APP	ROVED AS TO FORM			
Ву:		_		
	Rick R. Olivarez, City Attorney			

# Tom Brohard and Associates

April 29, 2022

Mr. Kenneth Jones, Management Analyst Public Works Department City of San Fernando 117 Macneil Street San Fernando, California 91340

SUBJECT: City of San Fernando RFQ - Traffic Engineering Services

Dear Mr. Jones:

As indicated in the City of San Fernando's Request for Qualifications for Traffic Engineering Services, Tom Brohard and Associates is pleased to submit this response and proposal to provide on call traffic engineering and transportation planning services to the City of San Fernando. I have gained an exceptional understanding of the assignment by providing these on call services to the community continuously since mid-2003.

#### UNDERSTANDING OF THE REQUESTED SCOPE OF SERVICES

The City of San Fernando desires to retain a qualified consultant to provide professional advice regarding traffic and transportation issues in the community. Services include traffic engineering, transportation planning, and the review of various plans, reports, and other documents associated with capital improvement and development projects. The focus of the work is anticipated to be on traffic engineering services associated with citizen requests and City projects as well as on various transportation planning issues that could impact the community.

The City desires that the consultant function as an extension of City staff, serving the community with minimal direction and instruction. From time to time, attendance at various meetings and hearings to discuss traffic and transportation issues may be needed. However, it is understood that attendance at regular meetings of the City Council, Planning & Preservation Commission, and Transportation & Safety Commission will not be required as part of this assignment. Attendance at these meetings typically occurs remotely using Zoom or other methods. It is also understood that regularly scheduled office hours at City Hall are not required.

#### METHODOLOGY AND WORK PLAN

The on-call traffic engineering and transportation planning services for the City of San Fernando include technical assistance and support to City staff in review of plans and documents associated with various projects. This assignment entails completion of these various tasks in a timely manner. The consultant also serves as a reference and resource as questions arise regarding traffic engineering and

transportation planning principles, polices, and practices. The scope of services for the City of San Fernando may include the following typical duties and tasks:

- Review engineering plans and studies prepared for private developments and capital improvement projects.
- Evaluate and recommend appropriate traffic calming strategies to address neighborhood concerns.
- Review and analyze traffic operations including traffic signals, signs, striping, pavement markings, and curb markings.
- Review work area traffic control plans.
- Conduct/review traffic engineering and transportation planning studies.
- > Draft reports for Transportation & Safety Commission and City Council.
- > Attend Transportation & Safety Commission, City Council, and other meetings as may be requested.

#### PRIOR WORK EXPERIENCE FOR THE CITY OF SAN FERNANDO

In addition to being available to assist City staff and to conduct traffic engineering investigations in response to various requests, the following traffic engineering studies and transportation planning review services are examples of some of the successfully completed assignments for the City of San Fernando since Tom Brohard began serving the community in mid-2003:

#### Traffic Engineering:

- > As examples, conducted traffic engineering studies to determine the appropriate level of traffic control for these locations:
  - 2011 Workman/O'Melveny Intersection Traffic Control
  - 2014 Kalisher/O'Melveny Intersection Traffic Control
  - o 2014 Kalisher/Pico Intersection Traffic Control
  - 2015 1600 San Fernando Road Pedestrian Crossings
  - 2017 Maclay Avenue/Coronel Street Intersection Traffic Control
  - 2017 San Fernando Road/Kalisher Crosswalk Signing Marking
  - 2018 Library/Harding Intersection Traffic Control
  - o 2020 San Fernando Road/Lazard Intersection Traffic Control
  - o 2021 4th Street/Fermoore Intersection Traffic Control
  - 2021 5<sup>th</sup> Street/Fermoore Intersection Traffic Control
  - 2021 Fermoore Street Speed Hump Study

- ➤ In 2003, authored the City's "Traffic Calming Report for Residential Streets" setting guidelines for traffic control devices such as multi-way stop signs as well as roadway features such as speed humps
- ➤ In 2005, conducted Engineering and Traffic Surveys to establish enforceable speed limits on 32 City street segments to allow the use of radar for speed enforcement
- ➤ In 2008, reviewed plans for the Maclay Avenue Streetscape Project
- ➤ In 2012, extended the engineering and traffic surveys on 23 of the locations surveyed in 2005 and conducted new surveys on nine street segments with changed conditions
- In 2014, developed plans to restripe Arroyo Street to provide additional on-street parking.
- ➤ In 2015, conducted new engineering and traffic surveys on 23 street segments which were expiring 10 years after they were first conducted.
- ➤ In 2018, conducted a geometric design review of the proposed Glenoaks Boulevard improvements, focusing on striping tapers and transitions, signing, and traffic signal modifications.
- ➤ In 2022, completed new Engineering and Traffic Surveys on 32 City street segments including presentations to the Transportation & Safety Commission and to the City Council.

#### **Transportation Planning:**

- > Reviewed and provided comments on traffic impact studies for various development projects as follows:
  - o 2004 San Fernando Corridors Specific Plan
  - 2005 LAUSD Elementary School #8
  - o 2005 LAUSD Valley High School #5
  - o 2006 900 Celis Street Mixed Use Project
  - o 2011 700-753 San Fernando Road Mixed Use Project
  - 2013 12415 San Fernando Road Affordable Residential Units
  - 2015 Harding Fermoore Apartments
  - 2017 San Fernando Corridors Amendment EIR
  - 2018 510 Park Avenue Industrial Warehouse
- In 2018, drafted Speed Hump Policy for Alleys

#### **COMPANY INFORMATION**

Tom Brohard and Associates is a California Corporation that was formed in 2000 to serve public and private clients by providing professional traffic engineering and transportation planning services. The firm has procured and will maintain insurance as required by the City. Tom Brohard and Associates will not do any work whatsoever for any client that would be subject to review by the City Traffic Engineer of San Fernando. The firm has a current business license issued by the City and will maintain it in good standing while serving San Fernando.

#### **KEY PERSONNEL**

Tom Brohard and Associates is pleased to offer the services of Mr. Tom Brohard, PE, to conduct the scope of services outlined above. Tom has over 50 years of professional engineering experience, most of which has occurred in California. He is licensed as both a Professional Civil Engineer in both California and Hawaii and as a Professional Traffic Engineer in California. Today, Tom serves "on call" as Consulting Traffic and Transportation Engineer for the City of San Fernando. Tom has sufficient time to serve the City of San Fernando at the same level as in prior years and he will continue to assist the City as requested.

As shown on the enclosed resume, Tom has over 50 years of experience in traffic engineering and transportation planning. During his career in both the public and private sectors, he has served as City Traffic Engineer for the Cities of Bellflower, Bell Gardens, Huntington Beach, Indio, Lawndale, Los Alamitos, Oceanside, Paramount, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, San Fernando, San Marcos, Santa Ana, and Westlake Village. While serving these communities, he has personally conducted hundreds of investigations of citizen requests for various traffic control devices. During these assignments, Tom has successfully presented many traffic engineering reports in numerous meetings with City Councils and Commissions in these municipalities.

#### REFERENCES

Please contact the following regarding Tom Brohard's experience and service as Consulting Traffic Engineer and Transportation Planner to these cities:

City of Huntington Beach – Bob Beardsley, Director of Public Works (Retired) - <a href="mailto:rf.beardsley@outlook.com">rf.beardsley@outlook.com</a>; (714) 282-1979

City of Indio – Juan Raya, City Engineer - <u>iraya@indio.org</u>; (760) 541-4225

San Fernando – Matt Baumgardner, Director of Public Works/City Engineer, MBaumgardner@sfcity.org; (818) 898-1237

#### **FEE PROPOSAL**

Compensation for all work performed by Tom Brohard and for portal-to-portal travel time to and from the City (if necessary) is proposed to occur on a time and materials basis at a rate of \$295 per hour. This hourly rate includes all indirect cost items such as telephone usage and mileage. The quoted hourly rate is effective for three years from July 1, 2022 through June 30, 2025 and may be adjusted after that date. All subconsultant work involving collection of traffic data such as volume and speed measurements will be invoiced to the City at cost.

#### CONTRACT TERMS

Tom Brohard and Associates respectfully requests that the changes identified below be made in the City of San Fernando Professional Services Agreement (these changes were previously made in each of our prior Agreements):

- ▶ Pages 3 and 4 Replace "to the highest standards of CONSULTANT's profession" with "standards of practice ordinarily exercised by members of CONSULTANT's profession under similar conditions."
- Page 6 Replace "and shall be endorsed to include contractual liability" with "and annual aggregate."
- ➤ Page 8 Replace "sole negligence or willful misconduct of the City" with sole negligence, active negligence, or sole willful misconduct of an indemnified party in proportion to their established comparative liability."

#### CONCLUSION

I look forward to continuing to work with the City of San Fernando by providing on-call traffic engineering and transportation planning services. If you should need any other information or clarification of our response to your request for qualifications, please contact me at your convenience.

Respectfully submitted,

Tom Brohard and Associates

Tom Brohard, PE

Tan Brokend

Principal

Enclosure

Resume

#### Tom Brohard, PE

Licenses: 1975 / Professional Engineer / California – Civil, No. 24577

1977 / Professional Engineer / California – Traffic, No. 724 2006 / Professional Engineer / Hawaii – Civil, No. 12321

**Education:** 1969 / BSE / Civil Engineering / Duke University

**Experience:** 50+ Years

**Memberships:** 1977 / Institute of Transportation Engineers – Fellow, Life

1978 / Orange County Traffic Engineers Council - Chair 1982-1983

1981 / American Public Works Association - Life Member

Tom is a recognized expert in the field of traffic engineering and transportation planning. His background also includes responsibility for leading and managing the delivery of various contract services to numerous cities in Southern California.

Tom has extensive experience in providing transportation planning and traffic engineering services to public agencies. In addition to conducting traffic engineering investigations for Los Angeles County from 1972 to 1978, he has previously served as City Traffic Engineer in the following communities:

0	Bellflower	1997 - 1998
0	Bell Gardens	
0	Big Bear Lake	
0	Indio	
~	Huntington Beach	
0	Lawndale	
0		
0	Los Alamitos	
0	Oceanside	
0	Paramount	1982 - 1988
0	Rancho Palos Verdes	1973 - 1978
0	Rolling Hills	1973 - 1978, 1985 - 1993
0		1973 - 1978, 1984 - 1991
0	San Fernando	
0	San Marcos	1981
0	Santa Ana	1978 - 1981
0	Westlake Village	

During these assignments, Tom has supervised City staff and directed other consultants including traffic engineers and transportation planners, traffic signal and street lighting personnel, and signing, striping, and marking crews. He has secured over \$10 million in grant funding for various improvements. He has managed and directed many traffic and transportation studies and projects. While serving these communities, he has personally conducted investigations of hundreds of citizen requests for various traffic control devices. Tom has also successfully presented numerous engineering reports at City Council, Planning Commission, and Traffic Commission meetings in these and other municipalities.

In his 14 years of service to the City of Indio, Tom accomplished the following:

- Oversaw preparation and adoption of the 2008 Circulation Element Update of the General Plan including development of Year 2035 buildout traffic volumes, revised and simplified arterial roadway cross sections, and reduction in acceptable Level of Service criteria under certain conditions.
- Oversaw preparation of fact sheets/design exceptions to reduce shoulder widths on Jackson Street and on Monroe Street over I-10 as well as justifications for protectedpermissive left turn phasing at I-10 on-ramps, the first such installations in Caltrans District 8 in Riverside County; reviewed plans and provided assistance during construction of both \$2 million projects to install traffic signals and widen three of four ramps at these two interchanges under Caltrans encroachment permits.
- Reviewed traffic signal, signing, striping, and work area traffic control plans for the County's \$45 million I-10 Interchange Improvement Project at Jefferson Street.
- Reviewed traffic impact analyses for Project Study Reports evaluating different alternatives for buildout improvements of the I-10 Interchanges at Jefferson Street, Monroe Street, Jackson Street and Golf Center Parkway.
- Oversaw preparation of plans, specifications, and contract documents and provided construction assistance for over 70 traffic signal installations and modifications.
- Reviewed and approved over 2,000 work area traffic control plans as well as signing and striping plans for all City and developer funded roadway improvement projects.
- Oversaw preparation of a City-wide traffic safety study of conditions at all schools.
- Obtained \$47,000 grant from the California Office of Traffic Safety and implemented the City's Traffic Collision Database System. Annually reviews "Top 25" collision locations and provides traffic engineering recommendations to reduce collisions.
- Prepared over 1,500 work orders directing City forces to install, modify, and/or remove traffic signs, pavement and curb markings, and roadway striping.
- Oversaw preparation of engineering and traffic surveys to establish enforceable speed limits on over 500 street segments.
- Reviewed and approved traffic impact studies for more than 35 major projects and special events including the annual Coachella and Stagecoach Music Festivals.
- Developed and implemented the City's Golf Cart Transportation Program.

Since forming Tom Brohard and Associates in 2000, Tom has reviewed many traffic impact reports and environmental documents for various development projects. He has provided expert witness services and also prepared traffic studies for public agencies and private sector clients.

#### **Tom Brohard and Associates**

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## AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager

> By: Matt Baumgardner, Director of Public Works Manual Fabian, Civil Engineering Assistant II

Date: August 1, 2022

Subject: Consideration to Award a Construction Contract for the Reservoir 2A/5 Site

Improvements Project, Plan No. P-738 and Job Specifications Job No. 7611

#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Accept the lowest responsive bid in the amount of \$364,125 from FS Contractors, Inc. for construction of these improvements;
- b. Approve a construction contract with FS Contractors, Inc. for an amount not-to-exceed \$364,125 (Attachment "A" - Contract No. 2092);
- c. Authorize the City Manager to execute change orders for an amount not-to-exceed 10% of the contract amount, or \$36,413, to cover costs of unforeseen conditions and execute all related documents;
- d. Adopt Resolution No. 8171 (Attachment "B") to approve amending Fiscal Year (FY) 2022-2023 Capital Improvement Budget by \$400,538 from the Water Enterprise Reserve Balance for the Well No. 2A, Well No. 3, and Lower Reservoir Upgrades Budget; and
- e. Approve the Notice of Exemption for the construction of the Reservoir 2A/5 Site Improvements Project and direct the City Clerk to file it with the Los Angeles County Recorder's Office (Attachment "C").

#### **BACKGROUND:**

1. In February 2022, Staff engaged the City's on-call water engineer, CWE, to design the site improvements at 12900 Dronfield Avenue, site of Reservoir 2A and 5, to prepare for the installation of a new nitrate treatment unit. CWE completed the engineering plans and bid specifications for the improvements project in June 2022.

PUBLIC WORKS DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1222

WWW.SECITY.ORG

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Consideration to Award a Construction Contract for the Reservoir 2A/5 Site Improvements Project, Plan No. P-738 and Job Specifications Job No. 7611

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- 2. On June 23, 2002, the City released a Notice of Inviting Bids to obtain bid proposals for the site improvements.
- 3. On July 14, 2022, one bid was received and opened by the City Clerk.

#### **ANALYSIS:**

The Reservoir 2A/5 Site Improvements Project will consist of extending an existing concrete pad to place the new nitrate treatment unit, perform several electrical improvements and upgrades to existing panels, reroute existing water lines, and modify the gate at the entrance of the property. These improvements are necessary so that the site is prepared to receive the new nitrate treatment system to be installed for Well No. 3. The Contractor will also be responsible for connecting the nitrate treatment system to the modified piping and electrical system improvements and ensure that the treatment system is fully operational upon completion of construction.

#### Bid Analysis.

Staff analyzed the bid received and determined that FS Contractors, Inc. met all the requirements for the bid submittal. The table below summarizes the bid received:

RANK	BIDDER	BID AMOUNT
1	FS Contractors, Inc.	\$364,125.00

#### Project Schedule.

The project is expected to begin in late August 2022 and completed by November 2022. Once these improvements are completed, the City can move forward with installing the nitrate treatments system at Well No. 3. The schedule for this work has been accelerated due to the urgent nature of completing the project so that the City can cease importing water from the Metropolitan Water District. Any delays to the start of the construction of these improvements could result in corresponding delays to the start-up of the nitrate treatment system. The importation of water will continue until the nitrate treatment system is fully operational and permitted.

#### California Environmental Quality Act (CEQA).

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this project is considered *Categorically Exempt* under Title 14 of the California Code of Regulations, Section 15301, as a Class 1(b) exemption for existing facilities of publicly-owned utilities.

Consideration to Award a Construction Contract for the Reservoir 2A/5 Site Improvements Project, Plan No. P-738 and Job Specifications Job No. 7611

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#### **BUDGET IMPACT:**

The bid result came in slightly below the engineer's estimate of \$373,350. Funding for this project will come from the unassigned fund balance of the Water Fund, as follows:

SOURCES				
Fund	Account Number	P	Allocation	
Water Fund Reserve Balance	070-2400	\$	400,538	
Total Sources:		\$	400,538	

USES			
Activity	Account Number		Cost
Construction	070-385- 0859-4600	\$	364,125
Contingency (10%)	070-385- 0859-4600	\$	36,143
Total Uses:		\$	400,538

The appropriation of Water Fund reserves will reduce the overall water fund balance from \$626,634 to \$226,096. However, the City has received notice of a \$750,000 grant award from the California Department of Water Resources (DWR) (Attachment "D"). In accordance with the City's Comprehensive Financial Policy and Grant Management Policy, these grant funds may not be appropriated until a final grant agreement is executed with the Los Angeles County Flood Control District (LACFCD). Staff anticipates presenting a grant agreement with LACFCD to City Council for consideration and approval within the next 60 to 90 days. Upon approval of the grant agreement, the \$750,000 in grant funds will be appropriated to this project and the Water Fund reserve will be replenished.

#### **CONCLUSION:**

It is recommended that the City Council approve and authorize the City Manager to execute a construction contract with FS Contractors, Inc. and all recommended actions necessary to successfully execute the project.

#### **ATTACHMENTS:**

A. Contract No. 2092, including:

Exhibit A: Bid Proposal

Exhibit B: List of Subcontractors

Exhibit C: Bid Bond

# Consideration to Award a Construction Contract for the Reservoir 2A/5 Site Improvements Project, Plan No. P-738 and Job Specifications Job No. 7611

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Exhibit D: Payment Bond (to be purchased after award of contract)
Exhibit E: Performance Bond (to be purchased after award of contract)

- B. Resolution No. 8171
- C. Notice of Exemption
- D. DWR Grant Award Letter to the Los Angeles County Flood Control District



#### **CONSTRUCTION CONTRACT**

# FS CONTRACTORS, INC. RESERVOIR 2A/5 – SITE IMPROVEMENT, 12900 DRONFIELD AVENUE PLANS (P-738) AND SPECIFICATIONS (JOB NO. 7611)

THIS CONSTRUCTION CONTRACT (hereinafter, the "Agreement") is made and entered into this 1<sup>st</sup> day of August 2022 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY" or "Owner") and FS Contractors, Inc. (hereinafter, "CONTRACTOR" or "Contractor"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably as appropriate.

#### **RECITALS**

WHEREAS, CITY requires construction services for RESERVOIR 2A/5 – SITE IMPROVEMENT, 12900 DRONFIELD AVENUE PLANS (P-738) AND SPECIFICATIONS (JOB NO. 7611) (hereinafter, the "Project"); and

WHEREAS, CITY issued notice inviting competitive bids for the Project on June 23, 2022; and

WHEREAS, following the opening of bids on July 24, 2022, CONTRACTOR was determined to be the lowest responsive and responsible bidder for the Project; and

WHEREAS, the City Council of the City of San Fernando approved the award of this Contract to CONTRACTOR at its Regular Meeting of August 1, 2022 under Agenda Item No.



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

### THE CONTRACT DOCUMENTS

- 1.1 The complete Contract consists of the following documents ("Contract Documents") which are incorporated in this Contract by their reference:
  - a) The competitive bids solicitation packet entitled "Reservoir 2A/5 Site Improvement, 12900 Dronfield Avenue Plans (P-738) and Specifications (Job No. 7611)" issued June 23, 2022, inclusive of the Invitation to Bid entitled "Notice of

- Inviting Bids" dated, June 23, 2022 (hereinafter, the "Bid Solicitation Packet");
- b) CONTRACTOR's submitted Bid Proposal, dated July 14, 2022, which is attached hereto as **Exhibit "A"**;
- c) CONTRACTOR's submitted List of Subcontractors, dated July 14,2022, which is hereto as **Exhibit "B"**;
- d) This Contract (Contract No. 2092);
- e) CONTRACTOR's Bid Bond dated July 14, 2022, which is attached hereto as **Exhibit "C"**;
- f) CONTRACTOR's Payment Bond No. \_\_\_\_\_\_, dated \_\_\_\_\_\_, 2022, a true and correct copy of which is attached hereto as **Exhibit "D"**;
- g) CONTRACTOR's Performance Bond No. \_\_\_\_\_\_, dated \_\_\_\_\_, 2022, a true and correct copy of which is attached hereto as **Exhibit "E"**;
- h) All Drawings;
- i) Specifications set forth in the Bid Solicitation Packet;
- j) Supplementary and Special Conditions to the Bid Solicitation Packet, if any;
- k) All documents made a part of this Contract under the terms of the Bid Solicitation Packet; and
- I) All addenda;
- m) All Change Orders, if any, approved by CITY in compliance with terms of the Contract, the San Fernando Municipal Code and applicable State law.

## II. WORK TO BE PERFORMED

2.1 The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, RESERVOIR 2A/5 – SITE IMPROVEMENT, 12900 DRONFIELD AVENUE PLANS (P-738) AND SPECIFICATIONS (JOB NO. 7611) as called for, and in the manner designated in, and in strict conformity with the Contract Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the Work performed and completed as required in the Contract Documents under the sole direction and control of the CONTRACTOR, and subject to inspection and approval of the CITY, or its representatives. The CITY hereby designates as its representative for the purpose of this Contract the following named person: The Director of Public Works and Utilities.

The Work is generally described as follows:

The site improvements to Reservoir 2A/5, 12900 Dronfield Avenue, as shown in the Drawings and more fully described in Notice of Inviting Bids.

The Contract Documents which define the Work covered by this Agreement are those prepared by the Design Engineer CWE and filed in the office of the City Clerk and identified by the signatures of the parties to this Agreement.

The Work was designed by and the Contract Documents were prepared by CWE herein referred to as the Design Engineer.

## III. CONTRACT PRICE

The CITY agrees to pay, and the CONTRACTOR agrees to accept, in full payment for the work, above agreed to be done, the sum of **THREE HUNDRED THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$364,125.00)** for the Project (hereinafter, the "Bid Price" or "Contract Price").

# IV. COMPLETION DATE

4.1 The Project shall be commenced on the date specified in the Notice to Proceed. The total project shall be completed THIRTY FIVE (35) working days after the date of the Notice to Proceed. The terms "workday" or "working day" mean any day of the week excluding Saturday, Sunday or any federal holiday.

### V NOTICE AND SERVICE THEREOF

- Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the Party giving such notice or by a duly authorized representative of such Party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely:
  - a) If the notice is given to the CITY, by personal delivery thereof, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CITY at:

City of San Fernando Public Works Department Attn: Director of Public Works City of San Fernando City Hall 117 Macneil Street San Fernando, CA 91340

b) If the notice is given to the CONTRACTOR, by personal delivery thereof to said CONTRACTOR or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CONTRACTOR at:

FS Contractors, Inc. Attn: Angel Fierros 14838 Bledsoe Street Sylmar, CA 91342 818-838-6040

c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

## VI. LIQUIDATED DAMAGES

- 6.1 Liquidated damages as provided for in the General Conditions of the Contract shall be in the sum of Ten Thousand Dollars (\$10,000) for each and every day as defined therein for each different scope of work as defined by the Base Bid and each change order except as otherwise specified in the General Conditions.
- 6.2 It is agreed by the parties to this Contract that time is of the essence. In the event all the Work is not completed before or upon the expiration of the time limit as set in the Contract Documents, or within any time extensions that may have been granted, damage will be sustained by the City; and that it may be impracticable to determine the actual amount of damage by reason of such delay. Accordingly, it is agreed that the Contractor shall pay to the City as damages the amount set forth for each and every day's delay in finishing the Work in excess of the number of days specified. Liquidated damages shall be paid at a rate of ten thousand dollars (\$10,000) per day unless otherwise stated in the Contract Documents. The parties expressly agree that the liquidated damage clause found in the Contract Documents is reasonable under the circumstances existing at the time the Contract was made. The City shall have the right to deduct the amount of liquidated damages from any money due or to become due the Contractor.
- 6.3 In addition, the City shall have the right to charge to the Contractor and to deduct from the final or progress payments for the Work the actual cost to the City of legal, engineering, inspection, superintendence, and other expenses, which are directly chargeable to the Contract and which accrue during the period of such delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.
- 6.4 Exclusions: The Contractor shall not be liable for liquidated damages or delays caused by the removal or relocation of utilities when such removal or relocation is the

responsibility of the City or the owner of the utility under Government Code section 4215.

# VII. PREVAILING WAGE

- 7.1 Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code Section 1773 are on file at the CITY, and copies are available for inspection at that office to any interested party on request. Bidders shall be responsible for verifying with the Director of the Department of Industrial Relations that all such copies of the prevailing rate provided by the CITY are current and accurate. The requirement to pay the wage rate so specified is further detailed in the General Conditions. Copies of the prevailing rate of per diem wages may also be obtained from the Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603, Attn: Chief, Division of Labor **Statistics** and Research online at: http://www.dir.ca.gov/oprl/DPreWageDetermination.htm.
- 7.2 Hours of Labor: Eight-hour labor constitutes a legal day's work. The Contractor shall forfeit, as penalty to the Owner, twenty-five dollars (\$25.00) for each worker employed in the execution of the contract by him or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as permitted by the provisions of Article 3, Chapter 1, Part 7, Division 2 (commencing with Section 1810) of the Labor Code of the State of California.
- 7.3 Apprentices: In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly registered, apprentices may be employed in the prosecution of the work.
  - Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council.
- 7.4 Prohibited Employment Discrimination: Attention is directed to Section 1735 of the California Labor Code, which reads as follows:
  - "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

7.5 Workers' Compensation Insurance: In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance.

The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation claims or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the Work in this contract.

- 7.6 Security for Compensation: The Contractor hereby stipulates that the provisions of Section 1775 of the California Labor Code will be complied with. The Contractor further agrees to secure the payment of compensation to his employees in accordance with the provisions of Section 3700 of the California Labor Code.
- 7.7 Contractor Claims Against the City: Effective January 1, 1991, the California Legislature enacted a requirement that all contract claims of \$375,000.00 or less on local government public works contracts must be submitted to mediation and judicial arbitration. Article 1.5 (Sections 20104 through 20104.6, inclusive) of Chapter 1 of Part 3 of the Public Contract Code concerning Resolution of Construction Claims, is hereby incorporated into this agreement. See Supplementary Conditions for a summary of the timing provisions in Section 20104 through 20104.6.
- 7.8 Contractor's License: The Contractor declares that it possesses a valid California Contractor's License of the required class at the time of signing this Agreement. The Contractor shall affirm its license number, classification and expiration date on this Agreement.

The following statement is included in accordance with Section 7030 of the California Business and Professions Code: "Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826."

# VIII. CONTRACTOR REGISTRATION

8.1 By the execution of this Contract, CONTRACTOR hereby certifies that it is registered with the California Department of Industrial Relations as required pursuant to Labor Code section 1725.5 (contractor registration).

# IX. MISCELLANEOUS

- 9.1 Terms used in this Contract, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 The Owner and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents

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:	[CONTRACTOR]:	
By: Nick Kimball, City Manager	Ву:	
Date:	Name:	
APPROVED AS TO FORM:	Title:	
By: Richard Padilla, Assistant City Attorney	Date:	
Date:		

### **CONTRACTOR'S PROPOSAL**

CITY OF SAN FERNANDO 117 MACNEIL STREET SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

# RESERVOIRS 2A/5 – SITE IMPROVEMENTS 12900 DRONFIELD AVENUE PROJECT NO. 7611, PLAN NO. P-738

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **thirty-five (35)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

7/14/22	FS Contractors, Inc.
Dated	Bidder
	J. angel Fier
	Signature
	Jose Angel Fierros
	Name (Print/Type)
	President
	Title

### BID SCHEDULE RESERVOIR 2A/5 – SITE IMPROVEMENTS PROJECT NO. 7611, PLAN NO. P-738

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PR	ICE	ITEM TO	TAL
1	Mobilization	LS	1	\$ 25000	00	\$35,000	00
2	Remove Existing AC Pavement	SF	1,500	\$ 4 0	00	\$ 6000	00
3	Remove Existing PCC	CY	11	\$ 350	00	\$3,850	.00
4	Remove Existing 8-in Ductile Iron Pipe	LF	18	\$ 60	00	\$1080	00
5	Remove Existing 12-in Ductile Iron Pipe	LF	33	\$ 69	00	\$2149	00
6	Remove Chain Link Fence	LF	7	\$ 80	00	\$ 560	60
7	Remove and Salvage Wrought Iron Fence	LF	14	\$ 75	00	\$/050	00
8	Remove Existing Curb	LF	17	\$ 30	00	\$ 510	00
9	Remove Existing Block Wall	SF	45	\$30	00	\$ 1350	00
10	8-inch Ductile Iron Pipe	LF	35	\$ 300	00	\$10,500	00
11	12-inch Ductile Iron Pipe	LF	32	\$ 400	00	\$12000	00
12	3-feet wide AC V-Ditch	LF	26	\$ 75	00	\$1450	00
13	Reinforced Concrete Slab	CY	50	\$ 750	00	\$21500	00
14	AC Pavement with Base	LS	1	\$ 15,000	00	\$15000	00
15	Block Wall	SF	33	\$ 150	00	\$ 4950	00
16	Wrought Iron Fence	LF	14	\$ 420	00	\$ 5980	00
17	Wrought Iron Man Gate	EA	1	\$ 12000	00	\$12000	00
18	8-inch Ductile Iron 90° Elbow	EA	5	\$ 1500	00	\$ 7'500	00
19	8-inch Ductile Iron 45° Elbow	EA	1	\$ 1500	00	\$ 1500	00
20	12-inch x 12-inch x 8-inch Ductile Iron Reducing Tee	EA	1	\$ 3500	00	\$3500	00
21	6-inch x 9-inch long Ductile Iron Flg Pipe Spools	EA	2	\$2500	00	\$5,000	00
22	12-inch x 16.5-inch long Ductile Iron Flg Pipe Spool	EA	1	\$3500	60	\$ 3500	00
23	8-inch Endress+Hauser Electromagnetic Flow Meter	EA	1	\$ 7000	00	\$7,000	00
24	12-inch Cla-Val 658-01 Back Pressure and Solenoid Shut-off Valve	EA	1	\$10,000	00	\$10,000	00
25	12-inch Ductile Iron 45° Elbow	EA	2	\$ 9500	00	\$5000	00
26	12-inch Ductile Iron Pipe Coupling	EA	1	\$2500	00	\$7500	00
27	2-inch PVC Schedule 80 Pipe	LF	165	\$ 60	00	\$ 03250	00
28	2-inch PVC Schedule 80 Pipe Fittings	LS	1	\$1500	00	\$ 1500	00
29	Unistrut Clamps and Anchors	LS	1	\$3000	00	\$3000	00
30	12-inch Gate Valve	EA	2	\$ 5000	00	\$10,000	00
31	6-inch Gate Valve	EA	2	\$4000	00	\$ 8000	00
32	4-inch Removable Bollards	EA	13	\$2750	00	\$25750	00
33	1-inch Copper Pipe with Fittings	LS	1	\$3500	00	\$3500	00
34	1-inch PVC, Sch 80 Pipe with Fittings, EPDM Insulation and Pipe Protection Bumper Guard	LS	1	\$ 3500	00	\$3500	00
35	Electrical Improvements	LS	1	\$ 9200	00	\$ 02000	00
36	PCC for Access Road Widening	CY	2	\$ 500	00	\$ 1000	60
				BID TO	TAL	\$364	125.

### EXHIBIT "A" CONTRACT NO. 2092

In case of discrepancy between unit prices and item totals, the unit prices shall prevail. In case of a discrepancy between item totals and grand total, the item totals shall prevail. The grand total will be subject to adjustment by the City in the event of a discrepancy. The contract award shall be made on the basis of the grand total as described above from among the responsive and responsible bidders.

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer.

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of San Fernando.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None". FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDA ISSUED WILL RENDER THE CONTRACTOR'S BID NON-RESPONSIVE.

List of Addendum Received:	1			
LIST OF AUGENDUM RECEIVED.	-			

# LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4l08, inclusive, of the Government Code of the State of California.

	d: <u>VENCO ELECTRIC, INC.</u>			
Address of office, mill or shop:2360 Sturgis Road, Ste #D Oxnard, CA 93030				
Specific description of subcontract:Eled	rical			
License No.: 446770	_Amount of Subcontract:90,000			
DIR Registration Number:1000008330_	_Expiration Date:6/30/23			
Name under which subcontractor is license	d:			
Address of office, mill or shop:				
Specific description of subcontract:				
License No.:	_Amount of Subcontract:			
DIR Registration Number:	_Expiration Date:			
Name under which subcontractor is license	d:			
Address of office, mill or shop:				
Specific description of subcontract:				
License No.:	Amount of Cubcontracts			
	_Amount of Subcontract:			
DIR Registration Number:	Expiration Date:			
DIR Registration Number:				
DIR Registration Number:  Name under which subcontractor is license	_Expiration Date:			
Name under which subcontractor is license	_Expiration Date:			
Name under which subcontractor is license Address of office, mill or shop:	_Expiration Date:d:			
Name under which subcontractor is license Address of office, mill or shop:Specific description of subcontract:	_Expiration Date:d:			

# **BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS:	
that we, FS Contractors, Inc.	as Principal,
and RLI Insurance Company	as Surety,
are held and firmly bound unto the City of San	
Ten Percent of the Total Amount of the Bio	<u>(\$ 10%</u>
to be paid to the said City of its certain Attorn	ey, its successors and assigns; for the payment of
which sum well and truly made, we bind ou	irselves, our heirs, executors and administrators,
successors or assigns, jointly and severally, fire	mly by these presents.
THE CONDITION OF THIS OBLIGATION above bounden FS Constructors, Inc.	ON IS SUCH, that if the certain proposal of the
to construct RESERVOIR 2A/5 - SITE IMPROVEMEN	IT 12900 DRONFIELD AVENUE JOB NO. 7611, PLAN NO. P-738
	ved) dated July 14th, 2022 is accepted
·	ve bounden his heirs, executors, administrators,
successors and assigns, shall duly enter into a	and execute a contract for such construction, and
shall execute and deliver the two bonds descri	ribed within ten (10) days (not including Sunday)
from the date of the mailing of a notice to the	above bounden FS Contractors, Inc
	nat said contract is ready for execution, then this se it shall be and remain in full force and virtue.
IN WITNESS WHEREOF, we hereunto s July , 2022	set our hands and seals thisday of
Principal FS Contractors, Inc.	Surety RLI Insurance Company
Du land Fiero	STE I A sail
Dy Control of the con	e Just V seems
Its Presiden	Its Pietro Micciche, Attorney-in-Fact
Ву	By
Its	Its
	owledged before Notary Publics, and a sufficiently and to verify the authority of any party signing on
All notices and demands to the surety shall be	delivered via first class mail to the following:
RLI Surety Company	
9025 North Lindbergh Drive	
Peoria, IL 61615	

### **RESOLUTION NO. 8171**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 ADOPTED ON JUNE 21, 2022

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2022-2023, commencing July 1, 2022, and ending June 30, 2023; 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's Well No. 2A, Well No. 3, and Lower Reservoir Upgrades Project requires additional funding through Water Enterprise Funds to extend an existing concrete pad to place the new nitrate treatment unit, perform several electrical improvements and upgrades to existing panels, reroute existing water lines, and modify the gate at the entrance of the property; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023, a copy of which is on file in the City Clerk's Office, was adopted on June 21, 2022.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

**SECTION 1**. The following adjustments are made to the City Budget:

WATER ENTERPRISE FUND: WELL NO. 2A, WELL NO. 3, AND LOWER RESERVOIR UPGRADES PROJECT

Increase in Expenditures Account No. 070-385-0859-4600 \$400,358

**SECTION 2.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 1st day of August, 2022.

	Mary Mendoza, Mayor of the City of
	San Fernando, California
ATTEST:	
	_
Julia Fritz. City Clerk	

# **CERTIFICATION**

true, a	Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a nd correct copy of Resolution No. 8171 which was regularly introduced and adopte y Council of the City of San Fernando, California, at a regular meeting thereof held or of August, 2022, by the following vote of the City Council:	d by
	AYES:	
	NOES:	
	ABSENT:	
	ABSTAINED:	
City of	IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of San Fernando, California, this day of August, 2022.	f the
	Julia Fritz, City Clerk	

### NOTICE OF EXEMPTION

TO: County Clerk/Registrar-Recorder County of Los Angeles Environmental Filings 12400 E. Imperial Hwy Norwalk, CA 90650

FROM: Public Works Department City of San Fernando 117 N. Macneil Street San Fernando, CA 92340

NO FEE REQUIRED (Gov't Code Sec 6103 & 27383) Recorded For The Benefit Of The City Of San Fernando

### **Project Title and Location (including county):**

Reservoir 2A/5 Site Improvements Project, Job No. 7611, Plan No. P-738

Location: 12900 Dronfield Avenue, Sylmar, CA 91342

### **Project Description:**

The project involves extending an existing concrete pad to place the new nitrate treatment unit, perform several electrical improvements and upgrades to existing panels, reroute existing water lines, and modify the gate at the entrance of the property. All improvements are to be completed within an existing reservoir facility within a publicly-owned water utility.

### Name of Public Agency Approving Project:

City of San Fernando - Public Works Department

### Name of Person/Agency Carrying Out Project:

Matthew Baumgardner, P.E., Director of Public Works / City of San Fernando

Exem	pt Status: (Check one)
	Ministerial (Sec. 21080 (b) (1); 15268);
	Declared Emergency (Sec. 21080 (b) (3); 15269(a));
	Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
	Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
$\boxtimes$	Categorical Exemption: Section: <u>15311</u> Class: <u>1(b)</u>
	Statutory Exemption: Section: Class:

### Reasons why project is exempt:

The work is considered *Categorically Exempt* under Title 14 of the California Code of Regulations, Section 15301, as a Class 1(b) exemption for existing facilities of publicly-owned utilities and has no significant effects on the environment.

### **Lead Agency Contact Person and Phone Number:**

Matthew Baumgardner, P.E., Director of Public Works (818) 898-1222; <a href="mailto:mbaumgardner@sfcity.org">mbaumgardner@sfcity.org</a>

Prepared and filed by the City of San Fernando Public Works Department by:

Signature	Printed Name and Title	Date
	Matthew Baumgardner, Director of Public Works	

### DEPARTMENT OF WATER RESOURCES

P.O. Box 942836 Sacramento, CA 94236-0001 (916) 653-5791 A LIFERNING

June 20, 2022

Matthew Frary
Principal Engineer
Los Angeles County Flood Control District
900 S. Fremont Ave
Alhambra, CA 91803

## Award Notification for Phase 3 Urban and Multibenefit Drought Relief Grant Program

Dear Matthew Frary:

**Congratulations!** We are pleased to inform you that the following projects, filed by Los Angeles County Flood Control District, on behalf of Los Angeles Funding Area, have been awarded \$5,000,000 by the Department of Water Resources (DWR) for the Urban and Multibenefit Drought Relief Grant Program:

- \$98,000 was awarded for Grant Administration
- \$714,000 was awarded to the Nyeland Avenue 8-inch Mainline
- \$714,000 was awarded to the Garden Acres MWC Backup Well
- \$750,000 was awarded to the Well 3 Nitrate Removal Treatment System
- \$366,000 was awarded to the Emergency and supplemental interconnection(s) to neighboring utilities and Emergency Power Supplies
- \$750,000 was awarded to the Morada Well Rehabilitation Project
- \$300,000 was awarded to the Well 4A Rehabilitation Project
- \$300,000 was awarded to the Grass Replacement and Program
- \$508,000 was awarded to the Arundo Mapping and Priority Removal
- \$500,000 was awarded to the Rural Water Supply Reliability

Costs incurred after June 10, 2022 (DWR approval date of the awards) will be eligible for grant reimbursement. This award is conditioned upon the execution of a Grant Agreement between DWR and your agency. Please see the <u>Agreement Template</u> for your reference.

### Your timely attention is directed to the following requirements:

### Within 14 calendar days of the date of this award letter:

<u>Award Acceptance</u> - Please submit a letter or e-mail signed by the authorized representative (agreement signatory) confirming your agency as the Grantee to accept the grant award in the amount of \$5000000. This letter/e-mail should also confirm the proper billing address for your organization (where reimbursement checks will be sent).

<u>Electronic Signatures</u> - DWR uses DocuSign to process signatures electronically to expedite all grant-related documents requiring a signature. In order for DWR to send documents to you via DocuSign, we need your permission and consent. If you consent to the use of DocuSign, please send DWR a letter on official letterhead signed by the authorized representative, consenting to the use of DocuSign for <u>all transactions</u> related to this award (see attached sample). If you prefer <u>not</u>

to use electronic signatures, DWR can send documents for original (wet) signatures via email or mail, but this can delay the process significantly, especially during situations such as the COVID-19 public health emergency.

### Within 30 calendar days of the date of this award letter:

<u>Authorizing Resolution</u> – Please submit an authorizing resolution for this agreement within the next 30 days of this letter (see attached sample language). Sample language can be found on page 16 of the <u>Guidelines and Proposal Solicitation Package</u>.

Following receipt of the award acceptance, DWR will provide you with a draft agreement and work with you to finalize and execute the agreement.

Your timely attention to these requirements is critical to execute the Grant Agreement; failure to do so may result in DWR revoking the grant award. Please submit the required information in the time periods specified to <a href="mailto:urbandrought@water.ca.gov">urbandrought@water.ca.gov</a>.

Please contact Ashley Gilreath at <u>ashley.gilreath@water.ca.gov</u> or (916) 902-6717 or Stephanie Miura at <u>stephanie.miura@water.ca.gov</u> or (916) 902-7508 for any questions regarding the required materials.

Again, congratulations to you and your Local Partner Sponsors on this well-deserved grant award. Our team appreciates your time and effort to respond to this grant solicitation process and we will be reaching out in coming months to get your feedback. We look forward to working with you to complete these drought relief projects to build water resilience in your communities.

Sincerely,

Carmel Brown, P.E.,

Manager, Financial Assistance Branch

Division of Regional Assistance

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A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION MAKING CERTAIN FINDINGS IN ACCORDANCE WITH THE CALIFORNIA GOVERNMENT CODE, AND APPROVING AN ENERGY SERVICE CONTRACT WITH WILLDAN ENERGY SOLUTIONS FOR THE IMPLEMENTATION OF CERTAIN ENERGY RELATED IMPROVEMENTS AT CITY FACILITIES (THIS ITEM HAS BEEN CONTINUED TO A DATE UNCERTAIN)

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# AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager

Kanika Kith, Director of Community Development

**Date:** August 1, 2022

**Subject:** A Public Hearing to Consider Adopting a Resolution Approving Tentative Tract Map

No. 2022-001 For a Proposed Subdivision of a 9.29-acre Parcel Divided Into Five Parcels For Individual Ownership in the Home Depot/Target Shopping Center at

12920 Foothill Boulevard, Assessor's Parcel No. 2514-001-062

### **RECOMMENDATION:**

Staff recommends that the City Council:

- a. Conduct a public hearing; and
- b. Pending public testimony, adopt Resolution No. 8172 (Attachment "A") approving Tentative Tract Map No. 2022-001, for a proposed subdivision of a 9.29-acre Parcel divided into five parcels for individual ownership in the Home Depot/Target Shopping Center at 12920 Foothill Boulevard, Assessor's Parcel No. 2514-001-062, subject to the Conditions of Approval included as Exhibit "A" to the resolution.

### **BACKGROUND:**

- 1. On March 3, 1989, a Certificate of Completion was issued to the property owner for completion and compliance pertaining to the development of the shopping center.
- 2. On April 27, 2022, Kimley-Horn & Associates, Inc. on behalf of Chris Shane of Gryphon Capital, LLC, submitted an application for a Site Plan Review involving the construction of a 460 square-foot outdoor patio dining area and façade improvements at Parcel 1 (multi-tenant building with Starbucks) and construction of a 536-square-foot outdoor patio dining area and façade improvements at Parcel 4 (multi-tenant building with WaBa Grill). The application was approved by staff on May 27, 2022. The approved site plan and rendering showing the façade improvements are included as Attachment "B"

COMMUNITY DEVELOPMENT DEPARTMENT 117 MACNEIL STREET. SAN FERNANDO. CA 91340 (818) 898-1227 WWW.SFCITY.ORG

□ City Manager

A Public Hearing to Consider Adopting a Resolution Approving Tentative Tract Map No. 2022-001 For a Proposed Subdivision of a 9.29-acre Parcel Divided Into Five Parcels For Individual Ownership in the Home Depot/Target Shopping Center at 12920 Foothill Boulevard, Assessor's Parcel No. 2514-001-062 Page 2 of 6

- 3. On April 27, 2022, Kimley-Horn & Associates, Inc. on behalf of the property owner and Target Corporation, submitted applications for a façade and site improvements for the former Sam's Club building, and a Tentative Tract Map for subdivision of the site for individual ownership.
- 4. On June 15, 2022, an application from Target for a façade remodel and site improvements involving a 1,340-square-foot addition and a new 963 square-foot canopy to the front of the existing building, and a new 3,168 square-foot carport covering 12 parking stalls was approved by staff. The approved site plan and rendering showing the façade improvement are included as Attachment "C"
- 5. On July 11, 2022, the Planning the Preservation Commission held a meeting to review proposed Tentative Tract Map (TTM) No. 2022-001. The Commission voted 4-0-1 recommending City Council approve the proposed subdivision.

### **ANALYSIS:**

In accordance with the provisions established in the Subdivision Map Act and the City's Subdivision Ordinance (Chapter 78), the applicant has submitted a request for approval of TTM No. 2022-001 for the subdivision of a 9.29-acre site (project site) into five parcels to allow individual ownership and/or sale of each parcel. The project site contains three freestanding businesses (El Pollo Loco, KFC, and Taco Bell), several businesses in a multi-tenant building, and a vacant former Sam's Club building located at 12920 Foothill Blvd. The proposed subdivision would allow each freestanding business to have individual ownership of land allocated to their specific business. A drawing showing the proposed subdivision for the Tentative Tract Map is included as Attachment "D". A location map with the project site outlined in yellow is provided below.

A Public Hearing to Consider Adopting a Resolution Approving Tentative Tract Map No. 2022-001 For a Proposed Subdivision of a 9.29-acre Parcel Divided Into Five Parcels For Individual Ownership in the Home Depot/Target Shopping Center at 12920 Foothill Boulevard, Assessor's Parcel No. 2514-001-062 Page 3 of 6

### **Location Map - General Plan**



### Consistency.

The San Fernando Airport formerly occupied the project site until the adoption of the General Plan in 1987 when it was designated for commercial use. The General Plan Land Use designation of the project site is Commercial (COM), which is consistent with the existing commercial uses on the project site. The proposed subdivision does not change the existing commercial use of the project site, except for providing an opportunity for individual ownership of the land that the existing businesses are located on, and therefore, is consistent with the General Plan.

### Zoning Compliance.

The zoning for the project site is Precise Development Overlay (PD). According to the development standards listed in the San Fernando Zoning Code Section 106-643, the provisions of the zone to which the PD zone is added shall apply. For this property, the underlying zone

A Public Hearing to Consider Adopting a Resolution Approving Tentative Tract Map No. 2022-001 For a Proposed Subdivision of a 9.29-acre Parcel Divided Into Five Parcels For Individual Ownership in the Home Depot/Target Shopping Center at 12920 Foothill Boulevard, Assessor's Parcel No. 2514-001-062 Page 4 of 6

for this site is Commercial (C-2) with minimum lot sizes at 5,000 square-feet (0.11 acres) and no lot dimensions requirements. The proposed parcels satisfy the zoning requirements.

Table 1 below provides a breakdown of each proposed parcel.

Table 1 – Proposed Parcels

Proposed Parcel Number	Existing/Proposed Use	Required Parcel Size	Proposed Parcel Size
Parcel No. 1	Existing El Pollo Loco	0.11 acres	0.66 acres
Parcel No. 2	Existing Multi-Tenant Building	0.11 acres	0.57 acres
Parcel No. 3	Existing KFC	0.11 acres	0.68 acres
Parcel No. 4	Existing Taco Bell	0.11 acres	0.59 acres
Parcel No. 5	Proposed Target Store	0.11 acres	6.79 acres

### Conditions of Approval.

Conditions of approval for the proposed TTM is included as Exhibit "A" to the resolution. Most of the conditions are standard requirements such as having the applicant acknowledging and accepting the conditions, indemnify the City, and compliance and expiration of the map. There are few conditions relating to improving the existing on-site circulation and ensuring clear maintenance responsibility of the common area and shared access and parking.

### On-Site Circulation Improvements.

Staff has been in discussion with the existing property owner regarding improvements to on-site circulation to address some existing traffic concerns (traffic spill onto Foothill Boulevard, difficulty entering and exiting, etc.) in this shopping center. The property owner informed staff that their authority to modify the existing center to improve on-site circulation is very limited due to the physical characteristics of the site and restrictions contained in current lease contracts. To address traffic concerns while recognizing to the property owner's limitation, a condition is included to require the property owner to submit an on-site circulation improvements plan to address pavement markings/painting and installation of new on-site directional signage to direct traffic flow to appropriate businesses. The on-site circulation improvements plan will be reviewed and approved by the Planning Division and City Engineer.

At their regular July 11, 2022 meeting, the Planning and Preservation Commission asked for clarification of who would coordinate the on-site circulation improvement efforts with the individual parcel owners of the shopping center and when the improvements need to be completed. Condition No. 8 has been revised to identify the property owner/property management company as the responsible party for completing the on-site circulation improvements. The property owner/property management company will need to coordinate with the individual parcel owners of the shopping center to complete the work. Condition No.

A Public Hearing to Consider Adopting a Resolution Approving Tentative Tract Map No. 2022-001 For a Proposed Subdivision of a 9.29-acre Parcel Divided Into Five Parcels For Individual Ownership in the Home Depot/Target Shopping Center at 12920 Foothill Boulevard, Assessor's Parcel No. 2514-001-062 Page 5 of 6

10 requires the property owner/property management company to complete the on-site improvements prior to recording the Final Tract Map.

### Property Maintenance and Access.

With the proposed division of land and the possibility of five separate property owners, staff has added a condition for the applicant to provide the following for review and approval by the City Engineer:

- a. A Covenants, Conditions, and Restrictions (CC&Rs) and/or a Property Association document showing maintenance and operation of all common areas and facilities, including all on-site signage.
- b. A reciprocal access and parking easements incorporated into the Final Tract Map.

These conditions are included to ensure that the eastern portion of the shopping center will continue to have shared access and parking and be maintained in good condition.

Discussion for findings for approval of the proposed Tentative Tract Map are found in the resolution, included as Attachment "A".

### **Environmental Review.**

The project qualifies for exemption to conduct further environmental review under California Environmental Quality Act (CEQA) based on CEQA Guidelines section 15061(b)(3) common sense exemption. The project involves the division of a single parcel into five separate parcels without any changes to the physical environment of the land, which can be said with certainty that it will not have a significant effect on the environment.

### Legal Notification.

On July 22, 2022, a public hearing notice was published in the print and online versions of the legal advertisement section of the *San Fernando Valley Sun Newspaper* (Attachment "E"). In addition, on July 22, 2022, a public hearing notice was posted at the Project Site, at the two City Hall bulletin boards, and at the local branch of the Los Angeles County Library at 217 N. Maclay Avenue. Notices of the public hearing for this TTM request were also mailed to all property owners of record within a 500-foot radius of the Project Site.

### **BUDGET IMPACT:**

No additional budget impacts are anticipated as a result of this approval. Sufficient revenue will be generated as budgeted in the Fiscal Year 2022-2023 Adopted Budget under Planning Review

A Public Hearing to Consider Adopting a Resolution Approving Tentative Tract Map No. 2022-001 For a Proposed Subdivision of a 9.29-acre Parcel Divided Into Five Parcels For Individual Ownership in the Home Depot/Target Shopping Center at 12920 Foothill Boulevard, Assessor's Parcel No. 2514-001-062 Page 6 of 6

and Construction Permit Fees as paid by the applicant to cover all associated expenses for this project.

### **CONCLUSION:**

Staff recommends that the City Council approve TTM No. 2022-001, subject to Conditions of Approval included as Exhibit "A".

### **ATTACHMENTS:**

- A. Resolution No. 8172, including: Exhibit A: Conditions of Approval
- B. Approved Parcel 1 and 4 Façade and Site Improvements Plans
- C. Approved Target Façade and Site Improvements Plans
- D. Proposed Tentative Tract Map
- E. Public Notice and Vicinity Map

### **RESOLUTION NO. 8172**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 2022-001 FOR THE SUBDIVISION OF A 9.29-ACRE PARCEL INTO FIVE PARCELS FOR INDIVIDUAL OWNERSHIP IN THE HOME DEPOT/TARGET SHOPPING CENTER LOCATED AT 12920 FOOTHILL BOULEVARD (ASSESSOR'S PARCEL NUMBER: 2514-001-062)

WHEREAS, an application, Tentative Tract Map No. 2002-001, has been filed by Kacie Won of Kimley-Horn & Associates, Inc. representing the property owner ("Applicant"), to request approval to subdivide a 9.29-acre site into five parcels for individual ownership and/or sale in The Home Depot shopping center located at 12920 Foothill Blvd. (Assessor's Parcel Number 2514-001-062); and

**WHEREAS**, the proposed subdivision have been reviewed in accordance with the City's Subdivision Ordinance (Chapter 78) of the San Fernando Municipal Code; and

WHEREAS, the project site is within the Precise Development Overlay (PD) Zone with a based zoning of Commercial (C-2), and the proposed project has been reviewed for compliance with the applicable development standards within both zones; and

**WHEREAS**, the proposed project will not change the exiting commercial uses and is consistent with the commercial land use designation of the General Plan; and

**WHEREAS**, the proposed project is considered a "project" as defined by the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq.; and

WHEREAS, the project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and it qualifies for an exemption for further environmental review pursuant to CEQA Guidelines section 15061(b)(3) common sense exemption; and

WHEREAS, in accordance with State law, on July 1, 2022, the City of San Fernando Community Development Department published a legal notice concerning the proposed project in the San Fernando Sun, a local newspaper of general circulation, regarding the City of San Fernando Planning and Preservation Commission meeting of July 11, 2022, and mailed the notice to property owners located within a 500-foot radius of the project site; and

WHEREAS, on July 11, 2022, the Planning and Preservation Commission conducted a duly noticed public hearing, at which time public testimony was taken concerning the proposed Tentative Tract Map, and the Commission voted 4-0-1 (Commissioner Pacheco was absent) recommending City Council approve the project; and

WHEREAS, in accordance with State law, on July 22, 2022, the City of San Fernando Community Development Department published a legal notice concerning the proposed project in the San Fernando Valley Sun, a local newspaper of general circulation, regarding the City of San Fernando City Council meeting of July 22, 2022, and mailed the notice to property owners located within a 500-foot radius of the project site; and

WHEREAS, on August 1, 2022, the City Council conducted a duly noticed public hearing, at which time public testimony was taken concerning the proposed Tentative Tract Map in conformance with the City's Subdivision Ordinance (Chapter 78) of the San Fernando Municipal Code, General Plan, and development standards within the Precise Development Overlay (PD) Zone and Commercial (C-2) Zone, and the Subdivision Map Act.

# NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

### **SECTION 1: ENVIRONMENTAL REVIEW FINDINGS**

This project has been reviewed by the City for compliance with the California Environmental Quality Act (CEQA). The project involves the division of a single parcel into five (5) separate parcels without any changes to the physical environment of the land and could be said with certainty that it will not have a significant effect on the environment. As such, the proposed project is exempt from CEQA review pursuant to CEQA Guidelines section 15061(b)(3) "Common sense" exemption.

### **SECTION 2. FINDINGS FOR TENTATIVE TRACT MAP**

Pursuant to San Fernando Subdivision Ordinance (Chapter 78) and Subdivision Map Act Section (Government Code Section 66474), the following findings shall be made for approval of a Tentative Tract Map:

<u>Finding 1:</u> The proposed tentative tract map is consistent with the City's applicable General and Specific Plans.

<u>Evidence</u>: The General Plan Land Use designation of the project site is Commercial (COM), consistent with the existing commercial uses on the project site. The proposed subdivision does not change the existing commercial use of the project site, except for providing an opportunity for individual ownership of the land that the existing businesses are located on, and therefore, is consistent with the General Plan.

<u>Finding 2</u>: The design or improvement of proposed tentative tract map is consistent with the applicable General and Specific Plans.

<u>Evidence</u>: The proposed Tentative Parcel Map has been designed to meet all City standards applicable to retail subdivisions. The zoning for the project site is Precise Development Overlay

(PD). According to the development standards listed in the San Fernando Zoning Code Section 106-643, the provisions of the zone to which the PD zone is added shall apply. For this property, the underlying zone for this site is Commercial (C-2) with minimum lot sizes at 5,000 square-feet (0.11 acres) and no lot dimensions requirements. The proposed parcels satisfy the zoning requirements, and therefore, is in compliance with the City's Zoning Code.

<u>Finding 3</u>: The site is physically suitable for the type of development.

<u>Evidence</u>: Site topography is generally flat without significant slopes. The site currently developed as a shopping center. The proposed subdivision does not include additional development, except minor site improvements to enhance the appearance of the center and on-site circulation to help direct patrons navigate the shopping center. Given this, the site is physically suitable for the type and proposed development.

Finding 4: The site is physically suitable for the proposed density of development.

<u>Evidence</u>: The project site is an existing commercial center and the proposed project does not involve an increase of density, and therefore, is physically suitable for the density of development.

<u>Finding 5</u>: The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

<u>Evidence</u>: This project has been reviewed by the City for compliance with the California Environmental Quality Act (CEQA). The project involves the division of a single parcel into five (5) separate parcels without any changes to the physical environment of the land and could be said with certainty that it will not have a significant effect on the environment. As such, the proposed project is exempt from CEQA review pursuant to CEQA Guidelines section 15061(b)(3) "Common sense" exemption. The design of the subdivision will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

<u>Finding 6</u>: The design of the subdivision or type of improvements will not cause serious public health problems.

<u>Evidence</u>: The design of the subdivision is in conformance with the City's General Plan, Zoning Code, and the Subdivision Map Act. The proposed subdivision does not change the existing commercial use of the project site and has been conditioned to improve on-site circulation and maintain the common/shared areas in good condition. The City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety, and welfare.

<u>Finding 7</u>: That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that

alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

<u>Evidence</u>: The design of Tentative Parcel Map No. 2022-001 would not conflict with any existing public easements for access through or use of the property because the proposed tract map maintains the existing easements and a condition is included to require a reciprocal parking and access easement for the retail center to ensure appropriate access is provided and maintained.

### **SECTION 3: RECORD OF PROCEEDING**

The documents and other materials that constitute the record of the proceedings upon which the City Council's decision is based, which include, but are not limited to, the environmental documents, staff reports, as well as all materials that support the staff reports for the proposed project and are located in the Community Development Department of the City of San Fernando at 117 Macneil Street, San Fernando, CA 91340. The custodian of these documents is the City Clerk of the City of San Fernando.

### **SECTION 4: DETERMINATION**

The Project is consistent with the objectives, policies, and general land uses and programs provided in the City's General Plan, the applicable development standards for Precise Development Overlay (PD) Zone and Commercial (C-2) Zone, and the Subdivision Map Act. Therefore, the City Council approves Tentative Tract Map No. 2022-001, subject to conditions of approval attached hereto as Exhibit "A".

### **SECTION 5. CERTIFICATION OF THE RESOLUTION**

The City Clerk of the City of San Fernando, California, shall certify to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 1st day of August 2022.

	Mary Mendoza, Mayor of the City of San Fernando, California
Julia Fritz, City Clerk	

# **CERTIFICATION**

I, City Clerk of the City of San Fernando, California, do her true, and correct copy of Resolution No. 8172, which was the City Council of the City of San Fernando, California, at 1st day of August, 2022, by the following vote of the City Co	regularly introduced and adopted by a regular meeting thereof held on the
AYES:	
NAYS:	
ABSENT:	
ABSTAINED:	
IN WITNESS WHEREOF, I have hereunto set my han City of San Fernando, California, this day of August,	
Julia Fi	ritz, City Clerk

# EXHIBIT "A" CONDITIONS OF APPROVAL

PROJECT NO.: Tentative Tract Map 2022-001

PROJECT ADDRESS: 12920 Foothill Boulevard, San Fernando, CA 91340

(Assessor's Parcel No. 2514-001-062)

PROJECT DESCRIPTION: The subdivision of 9.29 acre parcel within The Home

Depot Shopping Center into five (5) parcels to allow

individual ownership of each new parcel.

The following conditions shall be made a part of the approval of the project, and shall be complied with in their entirety, as determined by the Community Development Department:

- 1. Tentative Tract Map Entitlement. The Tentative Tract Map is granted for the land described in this application and any attachments thereto, as reviewed by the City Council on August 1, 2022, except as herein modified to comply with these Conditions of Approval.
- 2. Within thirty (30) days of approval of Tentative Tract Map 2022-001, the applicant shall certify his or her acceptance of the conditions of approval or modifications thereto by signing below that he or she accepts and shall be bound by all of the conditions.

Applicant's Signature	Date
Print Name	Date

3. Indemnification. The property owner and the project applicant, shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the property owner and developer of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense. The property owner and developer

shall defend, indemnify and hold harmless the City for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report or related environmental assessment) if made necessary through the initiation of the project.

- 4. These conditions of approval and the attachments thereto are applicable to the land described in this application and shown on the Tentative Tract Map.
- 5. The proposed Final Tract Map shall be in compliance with all of the provisions of Chapter 78 (Subdivisions) of the San Fernando Municipal Code and the State of California Subdivision Map Act (Government Code §66410 et seq.). The Tentative Tract Map shall be valid for a period of two (2) years from the date of approval, unless an extension is approved by the Community Development Director. The applicant shall also comply with all other requirements of any applicable federal, state, or local law, ordinance, or regulation.
- 6. The Final Tract Map shall be prepared in accordance with the policies and procedures of the City of San Fernando. Such map shall be submitted to the Public Works Department and shall be approved for recording by the City Engineer and be recorded with the County Recorder prior to expiration of the Tentative Tract Map.

### **Prior to Approval of Final Tract Map**

- 7. The Final Tract Map shall comply with the requirements for subdivision of the site as listed in the attached "Public Works Department Development/Improvement Review Checklist." (See Attachment "1"). Any approved revisions to the proposed Subdivision shall be incorporated into the map prior to approval of the Final Parcel Map.
- 8. The property owner/property management company shall submit an on-site circulation improvements plan showing pavement painting and installation of on-site directional signage to direct traffic flow to appropriate businesses. The on-site improvements plan shall be reviewed and approved by Planning and the City Engineer.
- 9. The property owner/applicant/property management company shall submit to the City Engineer for review and approval:
  - a. A Covenants, Conditions, and Restrictions (CC&Rs) and/or a Property Association document to maintain and operation of all common areas and or facilities, including all on-site signage.
  - b. A reciprocal access and parking easements incorporated into the Final Tract Map.

# **Prior to Recordation of the Final Tract Map**

10. The on-site circulation improvements plan shall be completed by the property owner/property management company.

### **Attachment 1: Public Works Checklist**

August 1, 2022 CC Regular Meeting
CITY OF SAN FERNANDO PUBLIC WORKS DEPARTMENT

**EXHIBIT "A" RES. NO. 8172** 

# DEVELOPMENT / IMPROVEMENT REVIEW CHECKLIST

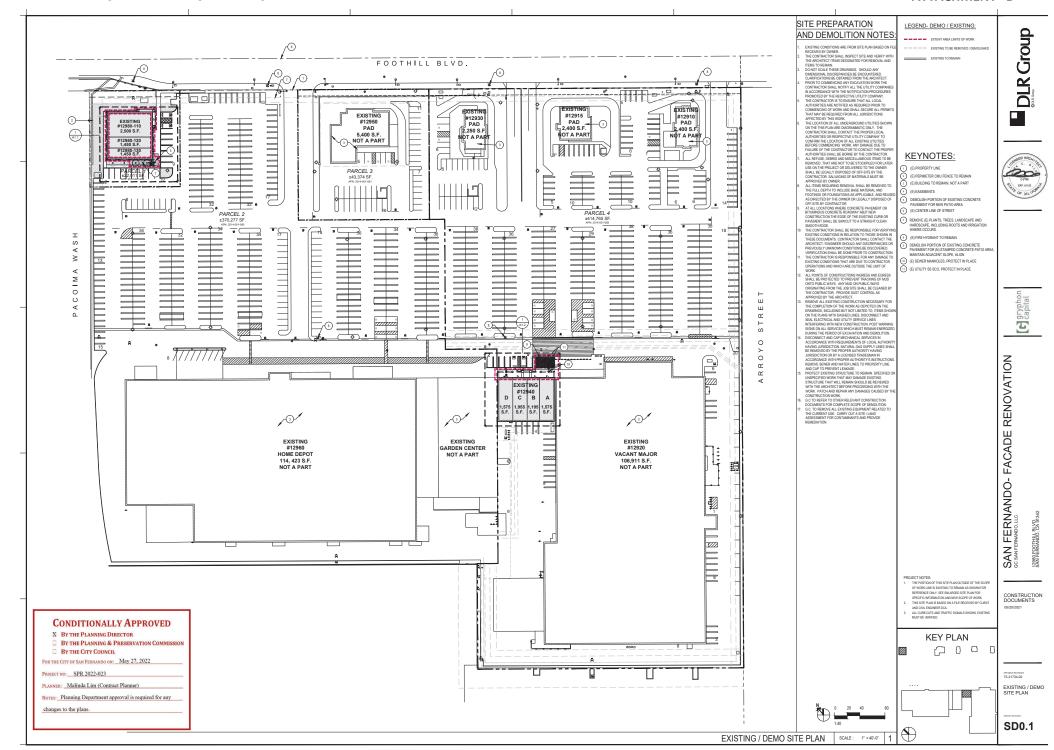
PROJECT:

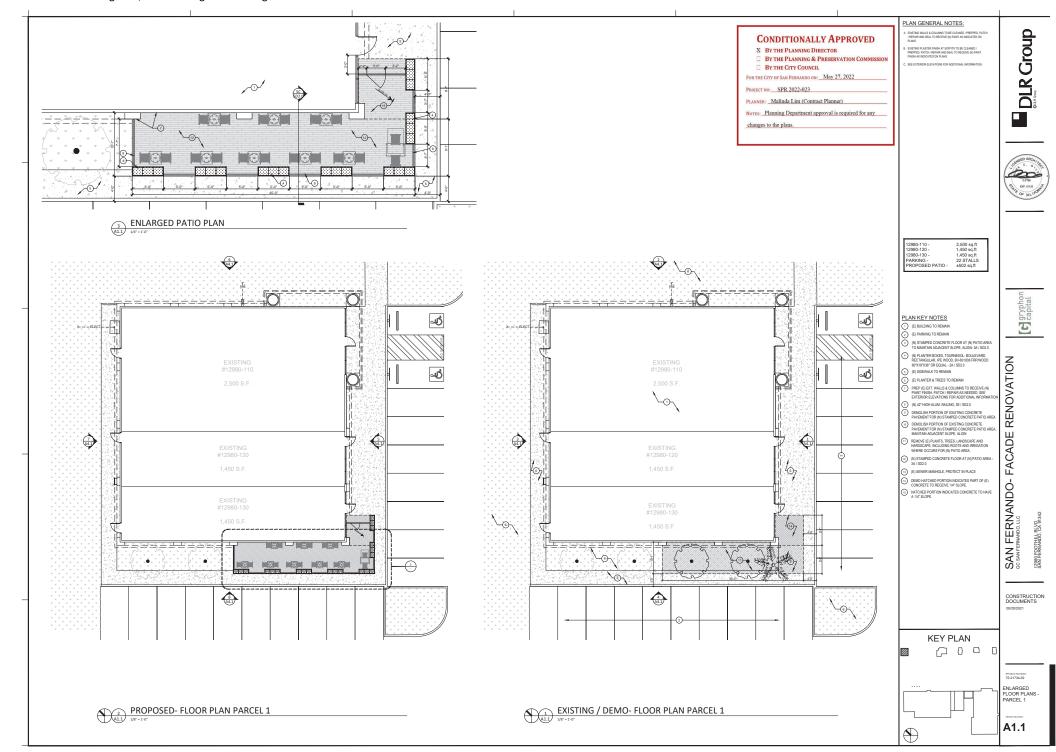
**Tenant Improvement - TARGET** 

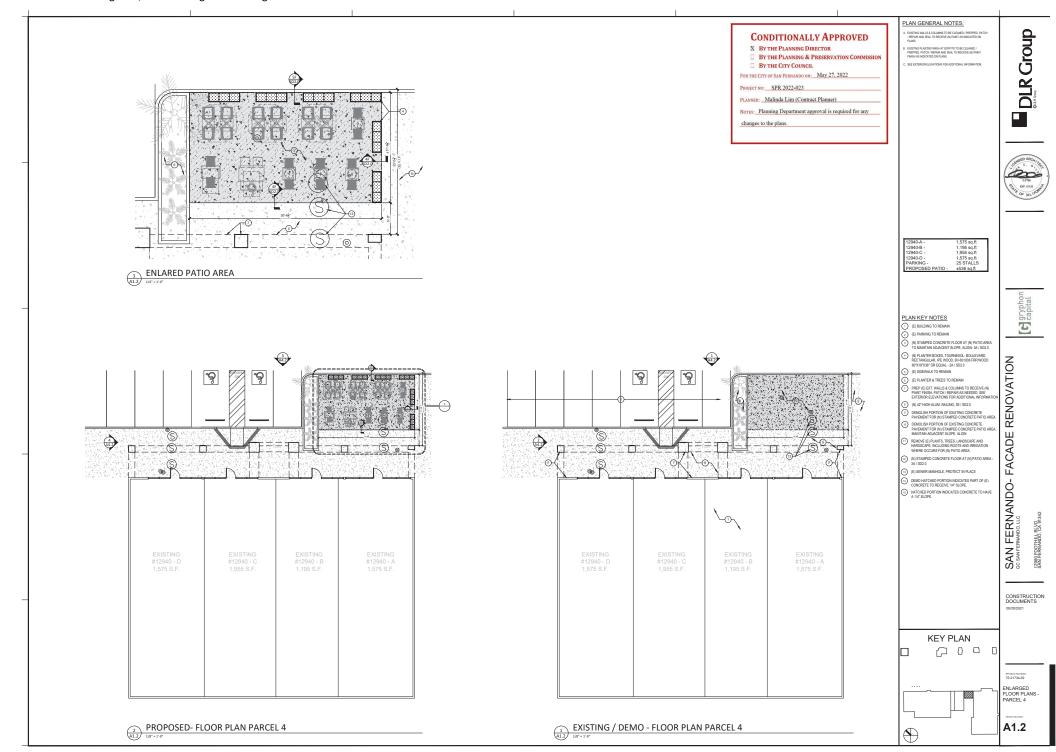
DATE: 4/19/22

		REQU	JIRE?		
	ITEM		NO	COMPLIED? COMMENTS	
1.	Site plan must show:				
	a. Existing building or structure	~			
	b. Existing public improvements (concrete sidewalk driveways, curbs and gutters, parkway trees, street lights, hydrants, etc.) including existing and proposed dimensions, square footage, etc.	1			
	c. Existing utilities (gas, sewer, water, storm drains, catch basins, power poles).				
2.	Submit offsite improvement plan.				
3.	Prior to issuance of building permit:				
	a Pay sewer capital facility charge.	~			Based on Retail addition: 1,340 sf x \$527*/1,000 sf = \$706.18*
	b Pay water capital facility charge.		1		Existing 2 inch water meter.
	c Pay water service installation charge.		1		Existing 2 inch water meter.
	d Pay fire service installation deposit.		~		Existing 8 inch fire service.
	e Pay fire hydrant installation deposit.		V		Unless City of Los Angeles Fire Department requires one for proposed development.
	f Pay PW plan check fee	~			\$340
	g Pay inspection fee (Offsite).		1		
	h Provide labor and material bond.		~		
	i Provide performance bond.		~		
4.	Is there existing sewer house connection to property?	1			
5.	Is there existing water service to the property?	1			
6.	Provide separate water service for each building or separate ownership.		~		
7.	Provide separate sewer connection for each building.				
8.	Underground all utilities to each unit/building.		~		
9.	Cap off existing sewer connection that will no longer be used.		1		
10.	Replace existing old and substandard water service.		~		
11.	Upgrade existing substandard hydrant to 6-inch wet barrel hydrant (4"X 2.5" outlet).		~		
12.	Install new hydrant per City standard.				
13.	Satisfy City of Los Angeles Fire Dept. fire flow requirements.		~		
14.	Provide City approved backflow device for the domestic water service and/or landscape irrigation, and provide proof that said equipment has been tested by a certified tester.				Existing backflow devices (Qty. 2). Provide proof that backflow devices have been tested by certified tester.

	4/19/27		
PUBLIC WORKS DEPARTMENT	DATE		







EXT. ELEVATION GENERAL NOTES

REFERENCE KEYNOTES

NEW PORCELAN TILE AT (E) PILASTER BASE, EMSER TILE, ALPINE SERIES, ESPRESSO OR EQUAL

ELEV. CONSTRUCTION KEY NOTES

(ii) (PAINT AT ALL DOSTING PILASTER BASE, TYP.
(SWHIG)
(iii) (N) STAMPED CONCRETE FLOOR AT (N) PATIO AREA

(iii) REMOVE AND REPLACE IN PILACE BASE PILASTER AT
(I) (COLUMNS, REPLACE WITH (N) TILE, MINITAIN (E)
BASE DEPTH AROUND COLUMNS, TYP.

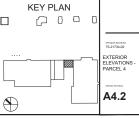
# COTTE CO VALL FOR

G gryphon capital

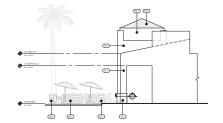
SAN FERNANDO- FACADE RENOVATION

DNSTRUCTION DCUMENTS 120/2021

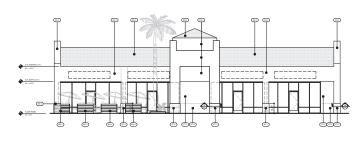
12980 FOOTHILL BLVD. SAN FERNANDO, CA 913



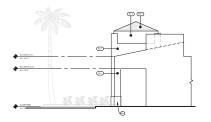




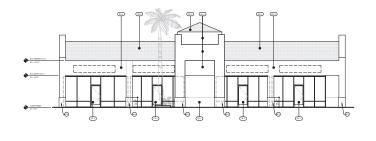
# PROPOSED- EXTERIOR ELEVATION PARCEL 4- NORTH



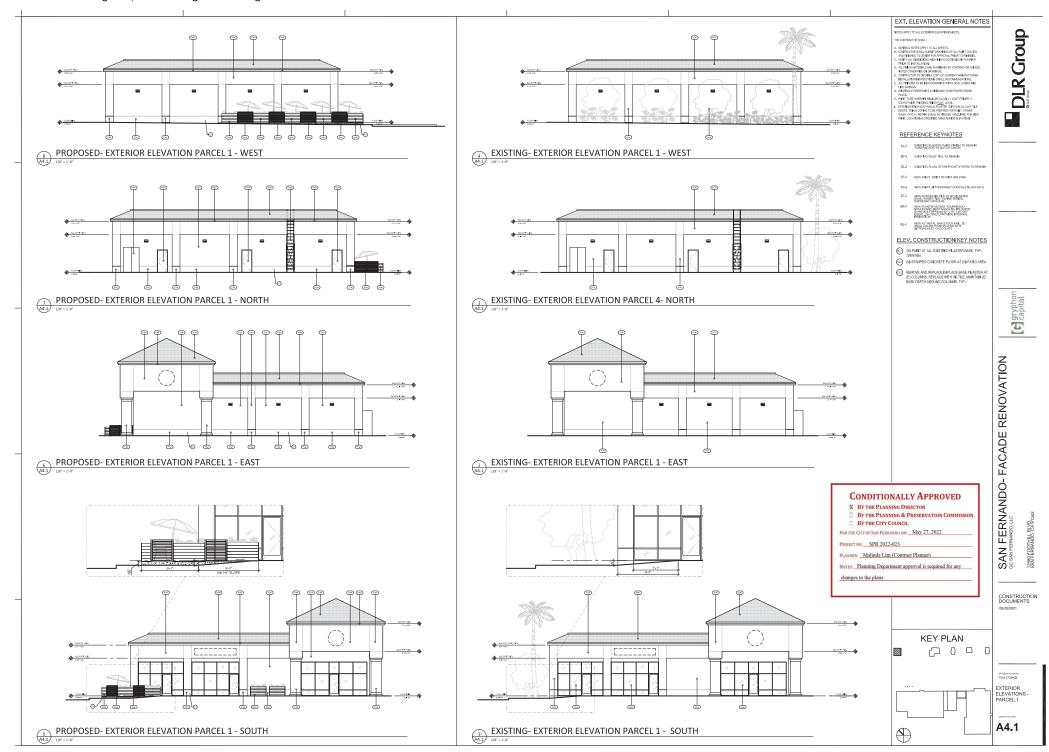
PROPOSED- EXTERIOR ELEVATION PARCEL 4- EAST



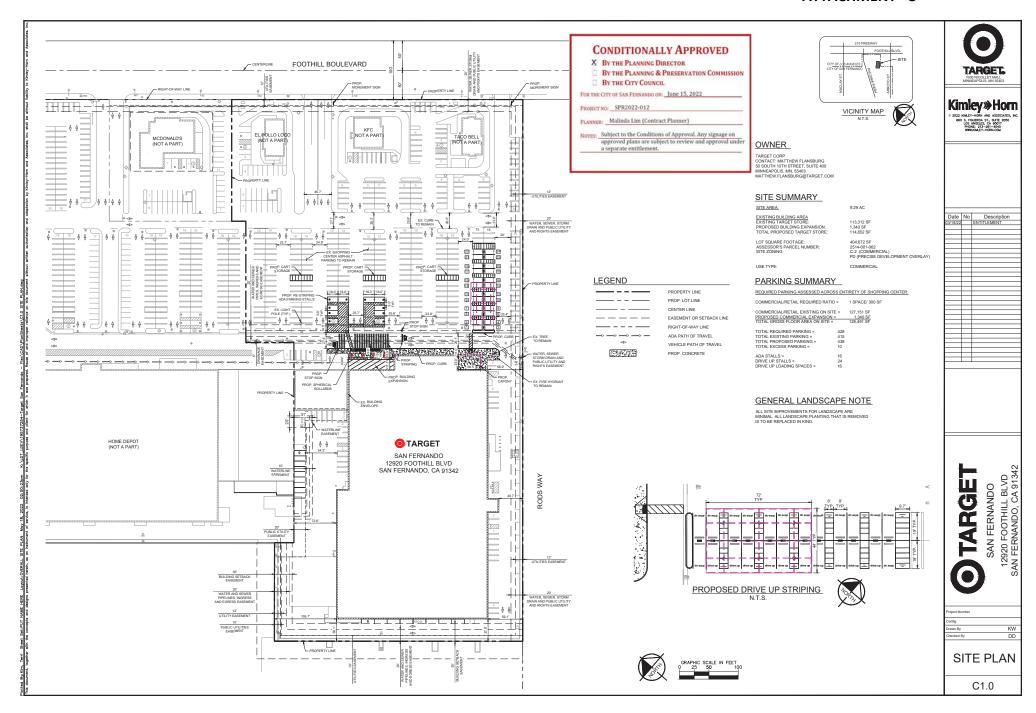
2 EXISTING- EXTERIOR ELEVATION PARCEL 4- NORTH



EXISTING- EXTERIOR ELEVATION PARCEL 4- EAST



### **ATTACHMENT "C"**





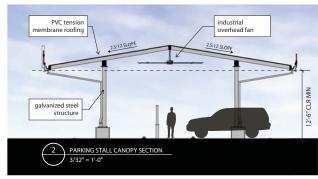


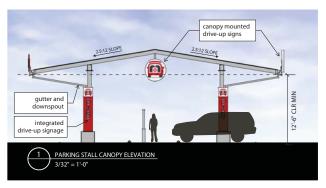
\*3-dimensional perspectives are not site specific and are intended to convey proposed canopy design

12 Stall Parking Canopy

No Drive Aisle Canopy

Drive-Up Canopy













## **TENTATIVE TRACT MAP NO. 2022-001**

IN THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FD HEX BOLT DN 1.0';

892.42' (R1) FOOTHILL BOULEVARD

ROPOSED LOT 3

295,572 SF

29 657 SE

 $\langle 2 \rangle$ 

(0.59 AC ±)





VICINITY MAP

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
660 S. FIGUEROA ST., SUITE 2050 LOS ANGELES, CA 90017

ATTN: TONY WONG P.F.

50 SOUTH 10TH STREET, SUITE 400 MINNEAPOLIS MN 55403 MINNEAPOLIS, MN, 55403 (612) 761-1558 ATTN: MATTHEW FLANSBURG MATTHEW.FLANSBURG@TARGET.COM

133 LOMITA STREET, SUITE A, EL SEGUNDO, CA 90245

(310) 928-0992 ATTN: CHRIS SHANE

### TITLE INFORMATION

THE TITLE INFORMATION SHOWN HEREON IS PER PRELIMINARY REPORT FOR TITLE INSURANCE NO, NCS-1081283-MPLS DATED AUGUST 26, 2021 AS PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, MINNEAPOLIS, MINNESOTA.

[TITLE OFFICER: KALLI OSTLIE, TELEPHONE: (612) 305-2043.

NO RESPONSIBILITY OF CONTENT, COMPLETENESS OR ACCURACY OF SAID PRELIMINARY REPORT IS ASSUMED BY THIS MAP OR THE SURVEYOR

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEVERLY HILLS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 4 OF PARCEL MAP NO. 26147 IN THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 300 PAGES 18, 19 AND 20 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

### BASIS OF BEARINGS

THE BASIS OF BEARINGS USED FOR THIS SURVEY IS THE CENTERLINE OF FOOTHILL BOULEVARD SHOWN AS BEARING S41°19'37"E ON PARCEL MAP NO. 26147, IN BOOK 300, PAGES 19 AND 20 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES.

### BLANKET / NOT PLOTTABLE EX. EASEMENT NOTES

- WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS. (BLANKET)
- THE MATTERS CONTAINED IN A DOCUMENT ENTITLED "DISPOSITION DEVELOPMENT AGREEMENT", RECORDED DECEMBER 31, 1986 AS INSTRUMENT NO. 86-1849885 OF OFFICIAL RECORDS, SAID DOCUMENT WAS MODIFIED BY A DOCUMENT RECORDED MARCH 4, 1987 AS INSTRUMENT NO. 87-326627 OF OFFICIAL RECORDS.

"FINAL CERTIFICATE OF COMPLETION", RECORDED MARCH 10, 1989 AS INSTRUMENT NO. 89-376000 OF OFFICIAL RECORDS. (BLANKET)

- THE MATTERS CONTAINED IN AN INSTRUMENT ENTITLED "COVENANT NOT TO COMPETE", RECORDED JULY 22, 1988 AS INSTRUMENT NO. 88-1157542 OF OFFICIAL RECORDS. (BLANKET)
- A LEASE WITH CERTAIN TERMS, COVENANTS AND PROVISIONS SET FORTH THEREII

MARCH 7, 1988
SAN FERNANDO ASSOCIATES PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP, LESSEE:
EL POLLO LOCO, INC., A CALIFORNIA CORPORATION
RECORDED: JANUARY 26, 1989 INSTRUMENT NO.: 89-134601, OF OFFICIAL RECORDS.

AN AGREEMENT TO AMEND OR MODIFY:
AS LESSOR: THE SFVS COMPANY, LLC A DELAWARE LIMITED LIABILITY COMPANY
AS LESSER: EL POLLO LOCO, INC. A DELAWARE CORPORATION
DECEMBER 20, 2013
RECORDING DATE: JUNE 26, 2014
RECORDING NUMBER: 2014-663563 OF OFFICIAL RECORDS

AN AGREEMENT TO AMEND OR MODIES

AN AGREEMEN I TO AMEND OR MOUIFY;
AS LESSOR; THE SFVS COMPANY, LLC A DELAWARE LIMITED LIABILITY COMPANY
AS LESSEE: EL POLIO LOCO, INC. A DELAWARE CORPORATION
DECEMBER 20, 2013
RECORDING DATE:
RECORDING DATE:
RECORDING DATE:
RECORDING NUMBER: 20141372560 OF OFFICIAL RECORDS

- A RECIPROCAL PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR INGRESS, EGRESS AND ACCESS AND RIGHTS INCIDENTAL THERETO IN THE DOCUMENT RECORDED AUGUST 11, 1992 AS INSTRUMENT NO. 92-1487020 OF OFFICIAL RECORDS (NOT PLOTTABLE).
- THE MATTERS CONTAINED IN AN INSTRUMENT ENTITLED "DECLARATION OF RECIPROCAL EASEMENTS, RESTRICTIONS AND MAINTENANCE OF COMMON AREAS", RECORDED DECEMBER 28, 2000 AS INSTRUMENT NO. 00-202073 OF OFFICIAL RECORDS, (BLANKET)

195737254

03/23/22

CALE AS SHOW

ESIGNED BY

AWN BY

HECKED BY

### **NOTES**

1. SITE ADDRESS: 12920 FOOTHILL BLVD SAN FERNANDO, CA 91342

4. EXISTING SITE AREA: 9,29 AC (GROSS)

5. PROPOSED SITE AREA:

6. ZONING CLASSIFICATION

0.66 ACRES (GROSS) 0.57 ACRES (GROSS) 0.68 ACRES (GROSS) 0.59 ACRES (GROSS) 6.79 ACRES (GROSS)

(EXISTING) C-2 (COMMERCIAL) PD(PRECISE DEVELOPMENT OVERLAY)

(PROPOSED)
C-2 (COMMERCIAL)
PD (PRECISE DEVELOPMENT OVERLAY)

7. LAND USE: COMMERCIAL (EXISTING) COMMERCIAL (PROPOSED

- 8. PROJECT DESCRIPTION: A TENTATIVE TRACT MAP FOR THE PURPOSE OF SUBDIVISION PARCEL 4 OF PARCEL MAP NO. 26147 INTO FIVE (5) NEW LOTS. ALL EXISTING BULLDINGS AND STEM MAPPOVEMENTS ON LOT 1 TO LOT 4 ARE TO BE REMAINED. PROPOSED MINOR IMPROVEMENT ON LOT 5 INCLUDING: PROPOSE TARGET DRIVE UP CANOPY AND ELECTRIC VEHICLE CHARGING STATIONS AT EXISTING PARKING, PROPOSE RESTRIPING ON EXISTING ADA PARKING, PROPOSE RESTRIPING
- THIS PROPERTY LIES WITHIN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FEMA MAP NUMBER 06072-1075G, PANEL DATED 0602/2201 FOR COMMUNITY NUMBER 060628-1075-G (CITY OF SAN FERNANDO).
- 10. ALL EXISTING TREES TO BE REMAINED ON-SITE.

### **LEGEND**

PROPERTY LINE PROPOSE LOT LINE

EXISTING FASEMENT EXISTING LOT LINE

### MONUMENT LEGEND

O DENOTES FOUND MONUMENT AS DESCRIBED ON MAP.

3/4" IRON PIN MONUMENT TO BE SET AT ALL ANGLE POINTS OF THE PROPOSED LOT LINE

### **EX. EASEMENT NOTES**

- 1. AN EASEMENT FOR UTILITIES AND RIGHTS INCIDENTAL THERETO IN THE DOCUMENT RECORDED MARCH 30, 1987 AS INSTRUMENT NO.87-1214963 OF OFFICIAL RECORDS
- (2) AN EASEMENT FOR THE PURPOSE OF WATER, SEWER, STORM DRAIN AND PUBLIC UTILITY AND RIGHTS INCIDENTAL THERETO AS DELINEATED ON OR OFFERED FOR DEDICATION ON PARCEL MAP 18075, RECORDING NUMBER BOOK 192, PAGE 54 AND 55 OF PARCEL MAPS. (3) THE MATTERS CONTAINED IN AN DOCUMENT ENTITLED "COVENANT AND AGREEMENT REGARDING
- DRAINAGE OF EASEMENT", RECORDED APRIL 23, 1992 AS INSTRUMENT NO. 92-725495 OF OFFICIAL 4) THE MATTERS CONTAINED IN AN INSTRUMENT ENTITLED "COVENANT AND AGREEMENT REGARDING
- DRAINAGE OF EASEMENT", RECORDED MAY 11, 1992 AS INSTRUMENT NO. 92-843928 OF OFFICIAL RECORDS. (5) AN EASEMENT FOR WATER AND SEWER PIPELINES AND INGRESS AND EGRESS AND RIGHTS INCIDENTIAL THERETO IN THE DOCUMENT RECORDED NOVEMBER 4, 1993 AS INSTRUMENT NO. 93-216300 6 TO OFFICIAL RECORDED.
- (6) AN EASEMENT FOR A 30 FOOT EASEMENT FOR THE PURPOSE OF MAINTAINING BUILDING SET BACKS AND RIGHTS INCIDENTAL THERETO IN THE DOCUMENT RECORDED DECEMBER 31, 1986 AS INSTRUMENT NO. 86-1849884 OF OFFICIAL RECORDS.
- (7) COVENANTS, CONDITIONS, AND RESTRICTIONS AS SET FORTH IN INSTRUMENT RECORDED DECEMBER 31, 1986 AS INSTRUMENT NO. 86-1849886, OFFICIAL RECORDS. (8) AN EASEMENT FOR PUBLIC UTILITIES AND RIGHTS INCIDENTAL THERETO IN THE DOCUMENT RECORDED FEBRUARY 4, 1988 AS INSTRUMENT NO. 88-158476 OF OFFICIAL RECORDS.
- (9) AN EASEMENT FOR PUBLIC UTILITY AND RIGHTS INCIDENTAL THERETO, AS DELINEATED ON OR OFFERED FOR DEDICATION ON PARCEL MAP NO. 26147 RECORDING NUMBER BOOK 300 PAGES 18, 19 AND 20 OF PARCEL MAPS.
- (10) AN EASEMENT FOR WATERLINE AND RIGHTS INCIDENTAL THERETO GRANTED TO THE CITY OF SAN FERNANDO, RECORDED JULY 11, 2003 AS INSTRUMENT NO. 03-1991239 OF OFFICIAL RECORDS.

REPARED UNDER THE SUPERVISION OF

TENTATIVE TRACT MAP NO. 2022-001

SHEET NUMBER

CITY OF SAN FERNANDO

Rage 190 of 212

DIAL TOLL FREE 811 now what's below. Call before you dig. REVISIONS

- FD MAG&W, LS 5910, IN LIEU OF MON. SHOWN ON R1; ACCEPTED AS PT ON CL PER R1

1

28,910 SF (0.66 AC ±)

PROPOSED

24,802 SF

(0.57 AC ±)

**Kimley** »**Horn** 660 SOUTH FIGUEROA STREET, SUITE 2050, LOS ANGELES, CA 90017

PHONE: 213-261-4040



### NOTICE OF A PUBLIC HEARING OF TENTATIVE TRACT MAP No. 2022-001 BY THE CITY OF SAN FERNANDO CITY COUNCIL

A public hearing on this matter and associated environmental analysis will be conducted by the City of San Fernando City Council on:

**DATE:** August 1, 2022

**TIME:** 6:00 p.m.

**HEARING LOCATION:** City Hall Council Chambers, 117 Macneil Street, San Fernando, CA 91340

**PROJECT LOCATION:** 12920 Foothill Boulevard (APN: 2514-001-062)

**APPLICATION:** Tentative Tract Map No. 2022-001

### PROJECT DESCRIPTION:

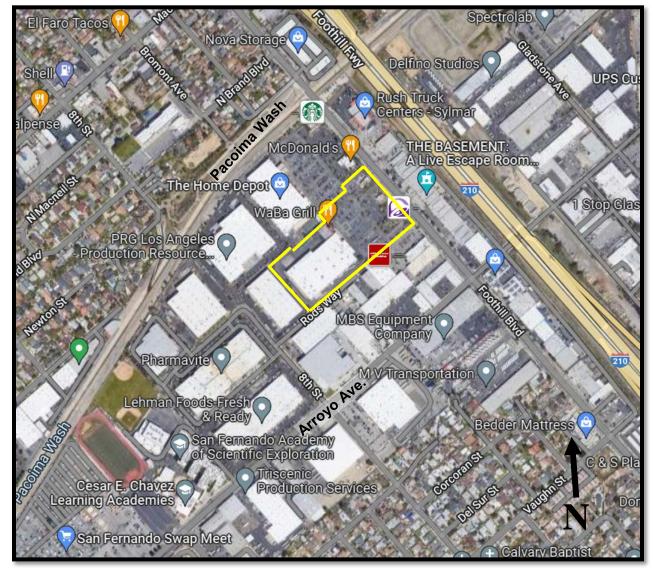
The proposed Tentative Tract Map No. 2022-001 is for the subdivision of 9.29 acres of land into five (5) parcels to allow individual ownership of each parcel at 12920 Foothill Boulevard (APN: 2514-001-062). The property is zoned Precise Development Overlay (PD) and is located in the Home Depot Shopping Center on Foothill. On July 11, 2022, the Planning and Preservation Commission reviewed the project and voted 4-0, recommending approval to the City Council. A location map with the project site outlined is provided on the back of this notice.

In accordance with the California Environmental Quality Act (CEQA), the project was reviewed for the appropriate environmental analysis in compliance with the requirements of the California Environmental Quality Act (CEQA). Based on that assessment, the project involves the division of a single parcel into five (5) separate parcels without any changes to the physical environment of the land and could be said with certainty that it will not have a significant effect on the environment. As such, the proposed project is exempt from CEQA review pursuant to CEQA Guidelines section 15061(b)(3) common sense exemption.

Interested members of the public may provide verbal comments or written comments regarding any aspect of the project during the meeting on this matter.

Questions or comments may be emailed to Community Development at <u>CommunityDevelopment@sfcity.org</u> or mail to: City of San Fernando, Community Development Department, 117 Macneil Street, San Fernando, CA 91340-2993.

### **Project Location Map**



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## AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager

**Date:** August 1, 2022

**Subject:** Receive and File an Update Regarding COVID-19 Response Efforts

### **RECOMMENDATION:**

It is recommended that the City Council receive and file an update related to the City's COVID-19 efforts, including, but not limited to the City's COVID-19 planning, response, enforcement; education and outreach efforts; financial assistance programs and the pursuit of funding opportunities; COVID-19 related policy initiatives; and related recommendations, as appropriate.

### **BACKGROUND/ANALYSIS:**

This report is meant to provide City Council and the public the opportunity to review all items related to the City's response efforts and policy initiatives related to the COVID-19 pandemic, including, but not limited to, financial hardship programs and other potential stimulus funding.

### Staff Updates.

Los Angeles County Department of Public Health (LACDPH) Responding Together at Work and in the Community Post Winter Surge Community Monitoring and Continued Response Measures. Since reopening on June 15, 2021, LACDPH has updated the Health Officer Order ("Order") on July 16, 2021, July 22, 2021, July 30, 2021, August 23, 2021, September 17, 2021, September 28, 2021, December 16, 2021, December 31, 2021, January 5, 2022, January 10, 2022, February 15, 2022, February 23, 2022, March 3, 2022, March 23, 2022, and most recently on April 21, 2022.

The current Health Officer Order, issued on April 21, 2022, implements the following:

• Continue to require masks in all public transit within the County, such as, commuter trains, subways, buses, taxis and ride-shares, and indoor transportation hubs, such as, airport terminals, bus, train and subway stations, marina or port stations. It remains the CDC's continuing assessment that at this time an order requiring masking for indoor public transit is necessary for public health. This masking requirement will be reassessed when: community transmission of COVID-19 in Los Angeles County drops to the Moderate Level OR the CDC's assessment is that an order requiring masking in the transportation corridor is no longer

ADMINISTRATION DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1202

WWW.SFCITY.ORG

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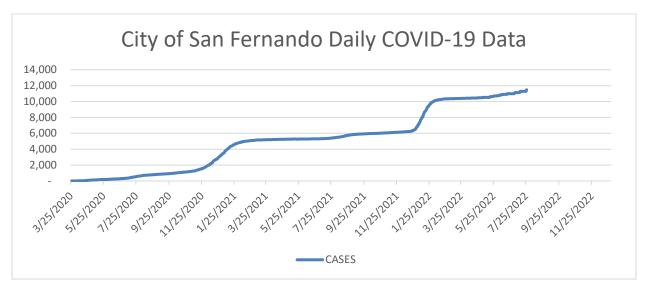
necessary for protection of the public's health OR within 30 days of this Order, whichever occurs firsts; and

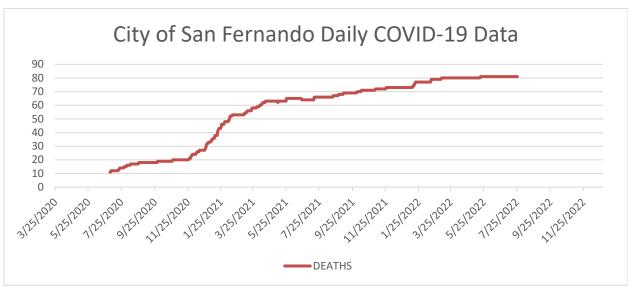
Updates to reopening protocol for Day Camps and overnight/organized children's camps.

Please visit the City's website for current Health Orders issued by the LACDPH: SFCITY.ORG/Coronavirus/#Health-Officer-Order.

### Daily COVID-19 Cases and Deaths in the City of San Fernando.

As of July 26, 2022, the City of San Fernando has experienced a total of 11,489 cases of COVID-19 and a total of 81 residents have lost their lives to the pandemic.





### Receive and File an Update Regarding COVID-19 Response Efforts

Page 3 of 5

### Health Order Enforcement.

Staff will provide an update on current enforcement efforts during the meeting, if requested.

### COVID-19 Vaccine Distribution.

Los Angeles County residents in have multiple options to register for an appointment to receive a free COVID-19 vaccine:

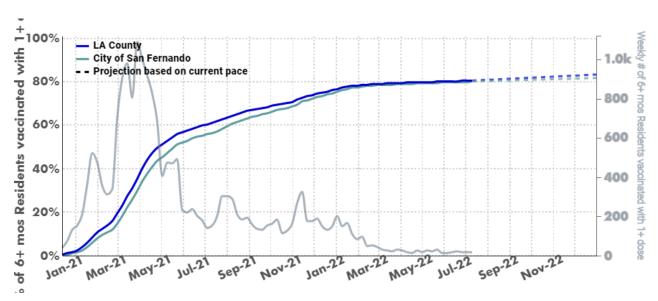
- California Department of Public Health Online portal: MyTurn.ca.gov
- LACDPH Online portal: VaccinateLACounty.com
- Los Angeles Fire Department Online portal: <u>CarbonHealth.com/COVID-19-Vaccines</u>
- LACDPH Call Center (between 8 am and 8:30 pm): (833) 540-0473

Since May 13, 2021, all California residents age 12 and older have been eligible to be vaccinated. On November 3, 2021, children ages five and older became eligible to receive the Pfizer vaccination and on June 23, 2022, all children as young as six-months old became eligible to receive the Pfizer and Moderna vaccine.

On August 14, 2021 and October 21, 2021, a third (booster) dose of the Pfizer, Moderna and Johnson & Johnson vaccines, respectively, became available to residents. On March 29, 2022, a second booster became available to residents ages 50 and older.

This information is also available on the City's website: <u>SFCITY.ORG/Coronavirus/#COVID-19-</u>Vaccine.

Per data provided by LACDPH as of July 25, 2022: 19,955 (79.9%) of San Fernando residents over the age of six months and older have received at least one dose of the vaccine and 2,482 (95%) of San Fernando residents over the age of 65 are fully vaccinated.



### Receive and File an Update Regarding COVID-19 Response Efforts

Page 4 of 5

### Notes:

- The dashed line is a linear trend projected into the future, based off of the last complete week of data. Data shown are binned by their weekly totals.
- For the "Received 1+ Dose" chart, cumulative totals are given for the number of people in a button-selected age group (6+ months, 5+ years, 12+ years, 6 months-4 years, 5-11 years, 12-17 years, 65+ years) vaccinated with at least 1 dose divided by the relevant age group population. For the "Fully Vaccinated" chart, cumulative totals indicate the number of people in the button-selected age group who have completed a vaccination series (e.g. second dose for Pfizer/Moderna, first dose for J&U) divided by the relevant age group population. For the "Received 1+ additional dose" charts, cumulative totals refer to the number of people in a button-selected age group who, by that date, received 1+ additional dose following their full vaccination, divided by the relevant age group population.
- Each community past projection line shows the vaccination rate for a previous week. Past projections are not shown for ages 5-11
  vaccinations at this time.
- 5-11 year old additional doses and 6 months-4 year old doses may be highly variable due to on-going record clean ups conducted by the State in CAIR notably when a new eligibility group or dose has been added.
- Doses administered as early as July 2020 to Los Angeles County residents as part of vaccine clinical trials are also included in the
  time series data presentations. These doses are all displayed cumulatively at the week ending date of December 14, 2020 throughout
  the dashboard.
- Vaccination estimates of "≥ 95%" indicate that population vaccination coverage metrics are capped at 95%.
- Fully vaccinated estimates are not yet available for the 6 months-4 years age group. Additional/Booster doses after the primary vaccine series are not authorized for this age group.

### San Fernando Recreation Park Vaccination and Testing Site.

In cooperation with CORE, the City is able to offer a small-scale COVID-19 mobile unit at San Fernando Recreation Park. Although the site is significantly scaled down from the Supersite the closed in July 2021, there is more flexibility to change days and hours of service as needed, and there is a much smaller impact on the surrounding neighborhood and park services. An additional service that CORE is providing to the community at this mobile site is information related to eligibility for public assistance programs and health screenings (i.e., CalFresh/SNAP, WIC, Medi-Cal, LIHEAP, and General Relief).

The San Fernando Recreation Park site is currently open Monday through Saturday from 8 am to 4 pm. No appointment is necessary for any of the services below. The daily schedule is as follows:

- Testing Monday through Saturday, 8 am to 4 pm
- Vaccine (Pfizer), including Booster Dose for eligible residents Tuesday, Wednesday,
   Friday, and Saturday, 8 am to 4 pm
- Public Assistance Program Information Monday through Saturday, 8 am to 4 pm
- Wellness Checks Tuesday, Wednesday, Friday, and Saturday, 8 am to 4 pm

### COVID-19 Relief Programs.

The City Council approved a number of COVID-19 Relief Programs and is working with staff to develop additional relief programs. Please visit the City's website: <a href="https://example.com/special-state-number-st

### **BUDGET IMPACT:**

### American Rescue Plan Act.

On March 12, 2021, President Biden signed the American Rescue Plan Act into law which provides fiscal stimulus funding paid directly to state and local governments. The City's total allocation is

### Receive and File an Update Regarding COVID-19 Response Efforts

Page 5 of 5

approximately \$5.8 million, which is being distributed in two equal installments of \$2.9 million in July 2021 and July 2022. City Council will be considering appropriation of these funds through separate City Council action items.

### Prior Coronavirus Relief Funds.

The City received \$311, 234 from the Coronavirus Relief Funds (CRF) through the CARES Act. City Council appropriated these funds to reimburse the City for COVID-19 response costs in FY 2020-2021.

### Community Development Block Grant Funds.

In FY 2020-2021, the City received \$136,000 in special CDBG Coronavirus (CV) funds that were used to fund a residential food distribution program and small business PPE program. In addition, in FY 2021-2022, the City allocated \$219,128 in CDBG funds for a Business Assistance Program to participate in the LACDA small business grant program to quickly roll out the grant opportunity to San Fernando businesses.

### **ATTACHMENT:**

A. Los Angeles County Daily COVID-19 Data – as of July 26, 2022

### Los Angeles County Daily COVID-19 Data

### SOURCE:

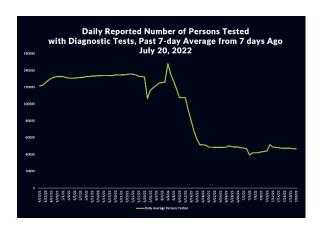
http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm; 7/26/21 @ 12 pm.

Graph 1:

**Daily Reported Persons Tested for COVID-19** 

7-Day Daily Average: 48,826

**Total Number of People Tested: 12,321,479** 

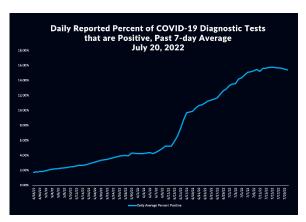


Graph 2:

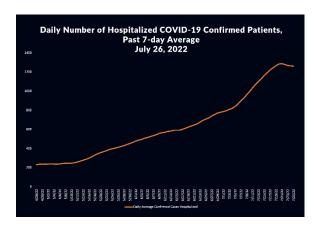
**Daily Reported Percent Positive for COVID-**

<u>19</u>

7-Day Daily Average: 15.41%



Graph 3:
Daily Number of COVID-19 Hospitalizations
Current Hospitalizations (7/26/21): 1,280



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# AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager

By: Julia Fritz, City Clerk

Date: August 1, 2022

Subject: Consideration and Discussion to Designate a Voting Delegate and Alternate(s) for

the 2022 League of California Cities Annual Conference

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Designate a voting Delegate for the League of California Cities ("League") 2022 Annual Conference and Expo (Attachment "A");
- b. Designate up to two Alternate Voting Delegate(s) who may vote in the event that the designated Delegate is unable to serve in that capacity; and
- c. Authorize the City Clerk to execute and submit the 2022 Annual Conference Voting Delegate/Alternate Form to the League (Attachment "B").

### **BACKGROUND:**

- 1. The League of California Cities 2022 Annual Conference is, scheduled for September 7-9, 2022, in Long Beach, California, at the Long Beach Convention Center. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9, 2022; at this meeting, the League membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a Voting Delegate and may also appoint up to two Alternate Voting Delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.
- 2. On January 18, 2022, the City Council approved appointments to the San Fernando City Council Liaison Assignments, which included appointing Mayor Mary Mendoza as the City Council Liaison and Councilmember Celeste Rodriguez as the Alternate Liaison to the League of California Cities.

CITY CLERK DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

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# Consideration to Designate a Voting Delegate and Alternate(s) for the 2022 League of California Cities Annual Conference

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3. On June 15, 2022, the City Clerk received a request from the League of California Cities for the City Council to take action by September 2, 2022, and designate a Voting Delegate and up to two Alternate(s) for the 2022 Annual Conference and Expo at the Long Beach Convention Center, on September 7-9, 2022.

### **ANALYSIS:**

Each member city has a right to cast one vote on matters pertaining to League policy. In order to vote at the Annual Business Meeting, the City Council must designate a Voting Delegate, and may also appoint up to two alternate Voting Delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Consistent with League bylaws, the City's Voting Delegate (and up to two Alternate Voting Delegates) must be designated by the City Council via either resolution or by City Council action; Voting Delegates may not be appointed by individual action of the Mayor or City Manager/Administrator alone (Attachment "A").

The Voting Delegate and Alternate(s) must be registered to attend the conference; they do not need to register for the entire conference, they may register for Friday only. A Voting Delegate Card will be issued and may be transferred freely between the Voting Delegate and the Alternate(s); however, it may not be transferred to another city official.

### **BUDGET IMPACT:**

The cost to attend the 2022 League of Cities Annual Conference is included in the Fiscal Year 2022-2023 Adopted Budget. The act of designating a Voting Delegate and Alternate(s) will not impact the budget.

### **CONCLUSION:**

Staff recommends that the City Council appoint a Voting Delegate and up to two (2) Alternates so that the City may participate in and benefit from the development of League policy.

### **ATTACHMENTS:**

- A. League of California Cities 2022 Annual Conference Voting Delegates/Alternates
- B. 2022 Annual Conference Voting Delegate/Alternate Form





Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES

League of California Cities Annual Conference & Expo – September 7-9, 2022

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' event and meeting policy in advance of the conference.

- Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the Cal Cities website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



- Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may not transfer the voting card to another city official.
- Seating Protocol during General Assembly. At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

### Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



### **Annual Conference Voting Procedures**

- One City One Vote. Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
- 2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
- 3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
- 4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
- 5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
- 6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
- 7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



1. VOTING DELEGATE

OITV	
CITY:	-

# 2022 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Friday, <u>September 2</u>, <u>2022</u>. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate <u>one voting delegate and up to two alternates</u>.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note**: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

Name:					
Title:					
2. VOTING DELEGATE - ALTERNATE	3. VOTING	DELEGATE - ALTERNATE			
Name:	Name:				
Title:	Title:				
ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR					
ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).					
Name:	Email				
Mayor or City Clerk(signature)	Date	Phone			

Please complete and return by Friday, September 2, 2022 to:

Darla Yacub, Assistant to the Administrative Services Director E-mail: dyacub@calcities.org; Phone: (916) 658-8254

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## AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Councilmember Celeste Rodriguez

Date: August 1, 2022

Subject: Consideration and Discussion to Develop a Language Access Plan for Monolingual,

Spanish-speaking Residents

### **RECOMMENDATION:**

I have placed this on the agenda for City Council discussion to develop a Language Access Plan for Monolingual, Spanish-speaking Residents (Attachment "A").

### **BUDGET IMPACT:**

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

### **ATTACHMENT:**

A. Request to Agendize an Item for City Council Discussion/Consideration

CITY COUNCIL

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# REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

DISCUSSION/CONSIDERATION					
CITY COUNCILMEMBER INFORMAT	ΓΙΟΝ				
NAME		TITLE			
Celeste Rodriguez		Councilmember			
ITEM INFORMATION					
SUBJECT Title of the item you are requesting to	_				
Language Access for All City Re	sidents				
PRIORITIES		SCAL IMPACT			
Is this included in the current FY priorities?	Is this a budgeted item?	there a fiscal impact? If yes, indicate amount.			
☑ Yes ☐ No		l Yes □ No \$			
BACKGROUND/ANALYSIS Provide the reason y	ou are requesting this item be age	ndized.			
The City of San Fernando is home to approximately 23,726 residents, 77.2% of whom have a primary language other than English, and 38.6% who are foreign-born, according to the U.S. Census Bureau. Spanish language access has been identified as the highest need with a 92.8% of residents identifying as Latino/Hispanic. Currently, the city has no formal policy regarding language access and provides information primarily in English. For example, in-person city council meeting deliberations are provided only in English, council agendas and attachments are only provided only in English, and the council meeting Youtube stream is also only provided in English. Without equal access to information and resources, the city is limited in reaching and engaging many San Fernando residents.  In order to ensure equal access and increased engagement with city residents on issues important to them, I request that staff develop a Language Access Plan for monolingual, Spanish-speaking residents. The Language Access Plan shall include:  • The city's existing best practices for Spanish language access • Opportunities to support resident engagement with existing translation services • Budget estimates for interpretation services for the entirety of council meetings • Budget estimates for translation/interpretation services at city events • Policies that allow requiring contractors who conduct public engagement to provide Spanish translation • Recommended policies to codify these resources					
ATTACHMENTS Do you have any attachments	to include?				
☐ Yes ☑ No					
RECOMMENDATION Indicate the direction you	ı are recommending.				
City Council discussion to develong Residents and provide staff with		Plan for Monolingual, Spanish-speaking			