

CITY OF SAN FERNANDO

CITY COUNCIL SPECIAL MEETING NOTICE AND AGENDA TUESDAY, JANUARY 3, 2023 – 5:30 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

NOTICE IS HEREBY GIVEN that the San Fernando City Council will hold a Special Meeting on **Tuesday, January 3, 2023.**

CALL TO ORDER/ROLL CALL

Mayor Celeste T. Rodriguez Vice Mayor Mary Mendoza Councilmember Cindy Montañez Councilmember Joel Fajardo Councilmember Mary Solorio

APPROVAL OF AGENDA

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council (SF Procedural Manual). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

SAN FERNANDO CITY COUNCIL

Special Meeting Notice and Agenda – January 3, 2023 Page 2 of 2

PUBLIC STATEMENTS

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

RECESS TO CLOSED SESSION

A) <u>CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION</u> <u>PURSUANT TO G.C. §54956.9(D)(1)</u>:

Case Name: Carlos Jiron v. City of San Fernando

WC Case No: ADJ3666524, ADJ928473, ADJ4304266, ADJ460868

Claim No: CL0099GV

RECONVENE/REPORT OUT FROM CLOSED SESSION

ADJOURNMENT The meeting will adjourn to the regular meeting of January 3, 2023

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 24 hours prior to the meeting.

Julia Fritz, CMC City Clerk

Signed and Posted: December 29, 2022 (5:00 p.m.)

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



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



MAYOR/CHAIR CELESTE T. RODRIGUEZ
VICE MAYOR/VICE CHAIR MARY MENDOZA
COUNCILMEMBER/BOARDMEMBER CINDY MONTAÑEZ
COUNCILMEMBER/BOARDMEMBER JOEL FAJARDO
COUNCILMEMBER/BOARDMEMBER MARY SOLORIO

CITY OF SAN FERNANDO

CITY COUNCIL
AND SUCCESSOR AGENCY TO THE
SAN FERNANDO REDEVELOPMENT AGENCY
REGULAR MEETING AGENDA SUMMARY
TUESDAY, JANUARY 3, 2023 - 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

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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.

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.

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.



Regular Meeting Notice and Agenda – January 3, 2023

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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 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:
 - a. October 17, 2022 Regular
 - b. November 7, 2022 Regular
- 2) CONSIDERATION TO ADOPT RESOLUTION NOS. 22-122 AND 22-011 APPROVING THE WARRANT REGISTERS OF DECEMBER 19, 2022 AND JANUARY 3, 2023, RESPECTIVELY

Recommend that the City Council:

- a. Adopt Resolution No. 22-122 approving the Warrant Register dated December 19, 2022; and
- b. Adopt Resolution No. 22-011 approving the Warrant Register dated January 3, 2023.
- 3) CONSIDERATION TO ADOPT A RESOLUTION RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD OF JANUARY 11, 2023 TO FEBRUARY 10, 2023, 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. 8202 re-authorizing remote teleconference meetings for the period of January 11, 2023 to February 10, 2023, 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.



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4) CONSIDERATION TO AUTHORIZE USE OF THE CITY SEAL BY THE EDUCATION COMMISSION TO CIRCULATE A DONATION REQUEST LETTER FOR THE STUDENT SCHOLARSHIP PROGRAM

Recommend that the City Council:

- a. Approve the use of the City seal by the Education Commission for a letter requesting donations to the City's Student Scholarship Program pursuant to City Council Resolution No. 6904;
- b. Authorize the Education Commission to circulate a donation letter on City letterhead; and
- c. Authorize the City Manager to accept donations for the City's Student Scholarship Program.

PUBLIC HEARINGS

5) A PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE APPROVING AMENDMENTS TO THE SAN FERNANDO MUNICIPAL CODE TO IMPLEMENT THE URBAN LOT SPLITS AND TWO-UNIT RESIDENTIAL DEVELOPMENT WITHIN THE SINGLE-FAMILY RESIDENTIAL (R-1) ZONE IMPOSED BY SENATE BILL 9 (SB 9)

Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1712 "An Ordinance of the City Council of the City of San Fernando, California, repealing Interim Urgency Ordinance No. U-1706 and approval of amendments to the San Fernando Municipal Code (Zoning Text Amendment No. 2022-001) to add Chapter 78, Article II, Division 6 "Urban Lot Split" and to add Section 359 of Chapter 106, Article III, Division 2 "Two-Unit Urban Residential Development" to establish regulations and standards for urban lot splits and two-unit residential development projects in Single-family Residential (R-1) Zone pursuant to Senate Bill 9."

<u>OR</u>

c. Direct staff to schedule and notice a public hearing on January 17, 2023 to consider an additional one-year extension of the existing Interim Urgency Ordinance to allow additional time for staff to draft, identify other standards, and revise the Ordinance as directed by the City Council.



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6) A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION APPROVING THE FINANCING FOR AN ENERGY SAVINGS PERFORMANCE CONTRACT WITH WILLDAN ENERGY SOLUTIONS FOR TURN-KEY DESIGN, ENGINEERING, AND CONSTRUCTION SERVICES FOR SOLAR, HEATING, VENTILATION, AND AIR CONDITIONING, AND BATTERY ENERGY STORAGE SYSTEMS AT CITY FACILITIES

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, provide direction on the financing terms for an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services for either:
 - Option No. 1: (Full Project; Full Financing): Install Solar, Heating, Ventilation, and Air Conditioning (HVAC), and Battery Energy Storage Systems (BESS) at City Facilities and finance the unfunded balance of approximately \$4,500,000;

OR

Option No. 2: (Full Project; Partial Financing): Install Solar, Heating, Ventilation, and Air Conditioning (HVAC), and Battery Energy Storage Systems (BESS) at City Facilities, appropriate an additional \$1 million toward the project, and finance the unfunded balance of approximately \$3,500,000;

<u>OR</u>

Option No. 3: (HVAC Only Project; Full Financing): Install HVAC only at the Police Department facility and finance the unfunded balance of approximately \$2,500,000;

OR

- Option No. 4: (HVAC Only Project; No Financing): Install HVAC at the Police Department facility and appropriate an additional \$2,500,000 toward the project.
- c. Adopt Resolution No. 8203 approving required findings and authorizing the City Council to approve the financing terms with Hannon Armstrong Capital, LLC, for an Energy Saving Performance Contract with Willdan Energy Solutions; and
- d. Authorize the City Manager to execute all related documents.



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ADMINISTRATIVE REPORTS

7) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT FOR PHASE 2 OF THE ANNUAL STREET RESURFACING PROJECT

Recommend that the City Council:

- a. Accept the lowest responsive bid in the amount of \$3,610,154 from American Asphalt South, Inc. for construction of these improvements; and
- b. Approve a construction contract with American Asphalt South, Inc. for an amount not-to-exceed \$3,610,154 (Contract No. 2130); and
- c. Adopt Resolution No. 8204 amending the budget of Fiscal Year 2022-2023 to increase total project expenditures by \$1,860,926 to \$6,460,154; and
- d. Authorize the City Manager to execute all related documents.

8) CONSIDERATION TO APPROVE CITY COUNCIL LIAISON AND AD HOC ASSIGNMENTS

Recommend that the City Council review and approve the recommended 2023 Liaison Assignments.

9) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO PACOIMA BEAUTIFUL, TO PROVIDE COMMUNITY ENGAGEMENT SERVICES

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 2129) with Pacoima Beautiful in an amount not-to-exceed \$50,000 to provide Community Engagement services for the Las Palmas Park Revitalization Project and the Pioneer Park Playground Renovation Project; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

10) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO RJM DESIGN GROUP, INC., FOR THE DESIGN OF THE LAS PALMAS PARK REVITALIZATION PROJECT

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 2107) with RJM Design Group, Inc. (RJM) in an amount not-to-exceed \$490,121 to provide community engagement and design services for the Las Palmas Park Revitalization Project; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.



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11) CONSIDERATION TO APPOINT REPRESENTATIVES TO SERVE AS COMMISSIONERS TO THE EDUCATION, PARKS, WELLNESS AND RECREATION, TRANSPORTATION AND PUBLIC SAFETY, AND PLANNING AND PRESERVATION COMMISSIONS

This item was agendized by Councilmember Joel Fajardo.

12) CONSIDERATION AND DISCUSSION TO PROVIDE STAFF DIRECTION FOR A PRESENTATION ON THE SAN FERNANDO POLICE DEPARTMENT AND RELATED ISSUES TO BE AGENDIZED TO A SPECIAL MEETING OR STUDY SESSION

This item was agendized by Councilmember Joel Fajardo.

13) CONSIDERATION TO APPOINT CITY COUNCIL LIAISON TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT FAJARDO CONSIDERATION RECOMMEND BALLIN TO VECTOR CONTROL

This item was agendized by Councilmember Joel Fajardo.

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: December 29, 2022 (5:00 p.m.)

The Regular Meetings of the City Council of the City of San Fernando also serves as concurrent Regular Meetings of the Successor Agency to the San Fernando Redevelopment Agency and will be identified as (SA) following the item, and, from time to time, such other bodies of the City composed exclusive of the Members of the City Council.

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CITY OF SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY MINUTES

OCTOBER 17, 2022 – 6:00 P.M. REGULAR 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 Mary Mendoza called the meeting to order at 6:07 p.m.

Present: Council: Mayor Mary Mendoza, Vice Mayor Hector A. Pacheco and Councilmembers

Cindy Montañez and Celeste Rodriguez (via teleconference)

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police

Chief Fabian Valdez, Director of Finance Erica Melton, Director of Public Works Matthew Baumgardner, Director of Community Development Kanika Kith, Director of Recreation and Community Services Julian Venegas and City

Clerk Julia Fritz

Absent: Councilmember Sylvia Ballin

PLEDGE OF ALLEGIANCE

Led by Boy Scout Troop #911

APPROVAL OF AGENDA

Motion by Vice Mayor Pacheco, seconded by Councilmember Montañez to approve the agenda as presented. The motion carried unanimously with Councilmember Ballin absent.

PRESENTATIONS

A. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR OCTOBER STUDENTS OF THE MONTH

Sunday Kelly (San Fernando Institute for Applied Media (SFIAM)) Itzel Bueno (Academy of Scientific Exploration)

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B. PRESENTATION OF CERTIFICATES OF RECOGNITION TO LOCAL PARTNERS AND ORGANIZATIONS FOR HOSTING COVID-19 VACCINATION AND/OR TESTING CLINICS

PUBLIC STATEMENTS

James Thomas spoke in opposition of the appointment of Adan Ortega to the Metropolitan Water District Board of Directors.

Mark Edelman from King Capital Advisors, the City's investment consultant, introduced himself to the City Councilmembers.

Julissa Hernandez, Field Representative from the Office of Assemblywoman Luz Rivas, attended National Night Out and hosted a resource booth and provided information on community events; announced October 21, 2022, is the application deadline for Assembly Bill 46 to create the California Youth Empowerment Commission.

Jose Domingo Molina Garcia thanked the City Council for their work in the City and offered to volunteer in any capacity to give back to the community.

Ed Guzman inquired on the City's automobile exhaust noise level (decibels allowed); reported cars entering opposite of the one way direction in the parking lot behind City Hall; and commented on the area North of Maclay turning right onto Glenoaks is confusing as the sign that states "No Right Turn on Red Light" needs to be more prominently displayed.

Lilia Monterrosa, Field Representative from the Office of Congressman Tony Cárdenas, provided congressional updates, including the application deadline for the student loan forgiveness program; noted submissions for the Congressional App Challenge would be closing shortly; thanked attendees of the Citizenship Workshop held on October 15, 2022; and lastly, mentioned Congressman Cárdenas honored local Northeast San Fernando Valley leaders during an inaugural "Valley Luchadores" awards ceremony held in Panorama City.

Liana Stepanyan provided library updates including Covid-19 vaccine programs and services.

CONSENT CALENDAR

Motion by Vice Mayor Pacheco, seconded by Councilmember Montanez to:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
 - a. October 19, 2020 Regular Meeting
 - b. January 4, 2021 Regular Meeting
 - c. April 5, 2021 Regular Meeting

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- d. September 19, 2022 Regular Meeting
- e. October 3, 2022 Special Meeting
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE A SERVICE AGREEMENT WITH SPECTRUMVOIP TO PROVIDE THE CITY'S VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SERVICES
- 4) CONSIDERATION TO APPROVE AN EQUIPMENT LEASE AND SERVICE MAINTENANCE AGREEMENT WITH CANON SOLUTIONS AMERICA, INC. FOR THE CITYWIDE MULTIFUNCTION DEVICE MANAGED PRINT SERVICES REPLACEMENT PROJECT
- 5) CONSIDERATION TO ADOPT RESOLUTIONS TO ACCEPT GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL, ALCOHOL POLICING PARTNERSHIP PROGRAM
- 6) CONSIDERATION TO ACCEPT THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES HIGH FREQUENCY COMMUNICATIONS EQUIPMENT GRANT
- 7) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT FOR THE PEDESTRIAN FENCING GLENOAKS BOULEVARD BRIDGE PROJECT, PROJECT NO. 7618, PLAN NO. P-740
- 8) CONSIDERATION TO APPROVE AN EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL (STP-L) AND HIGHWAY INFRASTRUCTURE PROGRAM (HIP) FUNDS FOR USE ON THE CITY'S SIDEWALK REPAIR PROGRAM

The motion carried with Councilmember Ballin absent.

ADMINISTRATIVE REPORTS

9) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN FERNANDO AND THE COUNTY OF LOS ANGELES TO SUPPORT BROADBAND CONNECTIVITY AND ADDRESS THE DIGITAL DIVIDE

Assistant to the City Manager Hernandez and County of Los Angeles Internal Services Department Selwyn Hollins provided a presentation and responded to Councilmember questions.

Motion by Councilmember Montanez, seconded by Vice Mayor Pacheco to approve a Memorandum of Understanding (Contract No. 2115) between the City and the County of Los Angeles to support broadband connectivity and address the digital divide; and authorize the City Manager to make non-substantive changes and execute all related documents. The motion carried with Councilmember Ballin absent.

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It was noted that Councilmember Rodriguez left the meeting at 7:45 p.m. and returned at 7:57 p.m.

10) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH RINCON CONSULTANTS, INC. TO PREPARE PHASE I OF THE CLIMATE ACTION AND RESILIENCE PLAN

Community Development Director Kith presented the staff report and responded to Councilmember questions.

Motion by Councilmember Montañez, seconded by Vice Mayor Pacheco to approve a Professional Services Agreement (Contract No. 2116) with Rincon Consultants, Inc. in an amount not-to-exceed \$50,000 for preparation of Phase 1 of the Climate Action and Resilience Plan; adopt Resolution No. 8184 amending Fiscal Year 2022-2023 Adopted Budget to appropriate expenditures for Phase I of the Climate Action and Resilience Plan; authorize the City Manager to make non-substantive changes and execute the agreement and all related documents; and coordinate with the Green City Ad Hoc. The motion carried unanimously with Councilmember Ballin absent.

11) DISCUSSION AND INFORMATIONAL UPDATE ON MAINTENANCE EFFORTS ON THE MISSION CITY BIKE TRAIL

Director of Public Works presented the staff report and responded to Councilmember questions.

By consensus, Council recommended scheduling a Beautification event, create a plan for staffing/operational costs for continued maintenance of bike path, seeking programming opportunity through Recreation and Community Services, and revisit agreement with Metrolink regarding the maintenance schedule.

12) DISCUSSION AND CONSIDERATION REGARDING CITY MEMBERSHIP TO JOIN CALIFORNIA CONTRACT CITIES ASSOCIATION

Councilmember Rodriguez and California Contract Cities Executive Director Marcel Rodarte provided a presentation and responded to Councilmember questions.

Motion by Councilmember Rodriguez, seconded by Mayor Mendoza to join California Contract Cities. The motion carried by the following vote:

ROLL CALL

AYES: Rodriguez, Mendoza - 2

NAYS: Pacheco - 1
ABSTAIN: Montañez - 1
ABSENT: Ballin - 1

13) CONSIDERATION AND DISCUSSION TO ADDRESS CERTAIN COMMENTS MADE BY CITY OF LOS ANGELES COUNCILMEMBERS GIL CEDILLO AND KEVIN DE LEÓN

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Motion by Councilmember Rodriguez, seconded by Councilmember Montañez to create a Diversity, Equity, and Inclusion Ad Hoc with Mayor Mendoza and Councilmember Rodriguez to draft a statement/letter on the City's position and develop a policy/guideline moving forward. The motion carried with Councilmember Ballin absent.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz reported that the County of Los Angeles Elections Community Voter Outreach Committee hosted a booth at the National Night Out event and assisted three individuals to register to vote.

Police Chief Valdez thanked everyone who supported the National Night Out event; mentioned on October 8 members of the Police Department participated in the Annual National Faith & Blue event, attended the monthly San Fernando Valley Council on Gangs in an effort to enhance Gang Intervention Prevention; met with LAPD Captains to increase collaboration; reported the department was awarded the Law Enforcement Mental Health and Wellness Act Grant.

Director of Recreation and Community Services Venegas mentioned the book signing event at Casa de Lopez Adobe on October 23; spoke about the San Fernando Valley Mile Run and Dia de los Muertos event and registration status; noted the Education Commission meeting will be meeting on October 25 to continue discussions on the Principals Brunch Event; and announced the Veterans Recognition Culminating Ceremony will be held Sunday, November 6, 2022.

Director of Public Works Baumgardner reported staff is working on eight construction projects and reminded residents of the City's water restrictions.

Director of Community Development Kith mentioned a draft ordinance regarding Senate Bill 9 will be reviewed at the November Planning and Preservation Commission meeting.

Director of Finance Melton had no updates to report.

City Manager Kimball mentioned City departments will be participating in a Halloween decorating and costume contests.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

It was noted that Councilmember Rodriguez left the meeting at 9:30 p.m.

Councilmember Montañez mentioned attended the Green City Ad hoc Committee meeting to discuss landscape design guidelines; attending the Metropolitan Water District Board Meeting where Adan Ortega was elected Board Chair; and attended the 100-year Kiwanis Club Celebration event.

January 3, 2023 CC Regular Meeting

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY MINUTES – Regular Meeting October 17, 2022

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Vice Mayor Pacheco reported he is finalizing scholarship funding details with the Education Commission which includes a new scholarship on filmmaking; encouraged citizens to vote; discussed landscaping guidelines at the Green City Ad Hoc Committee meeting and thanked TreePeople for their work in the City.

Mayor Mendoza reported she attended National Night Out, National Faith & Blue event, Under the Harvest Moon Fundraiser hosted by TreePeople, Fernandeño Tataviam Band of Mission Indians Cultural event, Metropolitan Water District Board Meeting where Adan Ortega was elected Board Chair. She also noted attending the Native Youth Gathering for Transformative Change Culminating event hosted by Pukuu Tutcint and the Las Palmas Senior Club's Halloween Dance.

Councilmember Montañez thanked Mayor Mendoza for coordinating a meeting with the California Natural Resources Agency to discuss the Calles Verdes project.

ADJOURNMENT (9:44 p.m.)

Mayor Mendoza adjourned the meeting to the next regular meeting of November 7, 2022, at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the October 17, 2022, regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC City Clerk

CITY OF SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY MINUTES

NOVEMBER 7, 2022 – 6:00 P.M. REGULAR 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 Mary Mendoza called the meeting to order at 6:07 p.m.

Present: Council: Mayor Mary Mendoza, Vice Mayor Hector A. Pacheco and Councilmembers

Sylvia Ballin, Cindy Montañez and Celeste Rodriguez (via teleconference)

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police

Chief Fabian Valdez, Director of Finance Erica Melton, Director of Public Works Matthew Baumgardner, Director of Community Development Kanika Kith, Director of Recreation and Community Services Julian Venegas and City

Clerk Julia Fritz

Absent: None

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Mayor Mendoza requested Agenda Item No. 9 be pulled from the agenda. Motion by Councilmember Ballin, seconded by Councilmember Rodriguez to approve the agenda. The motion carried unanimously.

It was noted Councilmember Rodriguez left the meeting at 6:10 p.m. and re-joined the meeting at 6:41 p.m.

PRESENTATIONS

A. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR NOVEMBER STUDENTS OF THE MONTH
Rafael Vasquez (San Fernando Middle School)
Alyssa Gabriel (Social Justice Humanitas Academy)

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- B. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE WEEK OF NOVEMBER 13-19, 2022 AS UNITED AGAINST HATE AWARENESS WEEK
- C. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING NOVEMBER AS FAMILY COURT AWARENESS MONTH
- D. PRESENTATION OF CERTIFICATE OF PROCLAMATION DECLARING NOVEMBER AS VETERANS' MONTH

PUBLIC STATEMENTS

Ed Guzman reported concerns regarding cars entering opposite of the one way direction in the parking lot behind City Hall; and traffic signage issues in the area North of Maclay turning right onto Glenoaks.

Joel Fajardo submitted a written comment regarding concerns on the City's existing procedure associated with peace officer disciplinary issues.

CONSENT CALENDAR

Motion by Vice Mayor Pacheco, seconded by Councilmember Montañez to approve:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
 - a. October 3, 2022 Regular Meeting
 - b. October 17, 2022 Special Meeting
 - c. October 17, 2022 Regular Meeting
- CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A RESOLUTION RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD OF NOVEMBER 11, 2022 TO DECEMBER 10, 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 THE PURCHASE OF THREE 2023 DODGE CHARGER PURSUIT V-6 POLICE VEHICLES AND INSTALLATION OF REQUIRED EMERGENCY EQUIPMENT; AND, DESIGNATE THREE ADMINISTRATIVE POLICE VEHICLES AND THREE PATROL VEHICLES AS SURPLUS FOR DISPOSAL
- 5) CONSIDERATION TO AUTHORIZE THE FORMAL SOLICITATION OF BIDS FOR THE SIDEWALK IMPROVEMENTS PROJECT

Page 3 of 5

6) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT FOR THE LAYNE PARK REVITALIZATION PROJECT

The motion carried unanimously.

ADMINISTRATIVE REPORTS

7) REVIEW AND CONSIDERATION TO APPROVE THE CITY OF SAN FERNANDO'S UPDATED EMERGENCY OPERATIONS PLAN AND STATE EARTHQUAKE BRACE AND BOLT PROGRAM

Police Chief Valdez and Lieutenant Rosenberg presented the staff report and California Earthquake Authority Representative Mark Toohey provided a presentation on the State Earthquake Brace and Bolt Program and grant funds available for costs associated to retrofit upgrades.

City Manager Kimball stated the State Earthquake Brace and Bolt Program will be announced via the City's social media outlets, email and posted to the city website; and going forward, an annual reminder will be distributed on information regarding key dates associated with the grant program.

Motion by Councilmember Montañez, seconded by Councilmember Ballin to adopt the Emergency Operations Plan, as amended to include specific annexes and staff to review annually and update every five years to align with the Hazard Mitigation Plan. The motion carried, unanimously.

8) DISCUSSION AND INFORMATIONAL UPDATE ON POLICE DEPARTMENT DOMESTIC VIOLENCE STATISTICS

Police Chief Valdez presented the staff report and responded to Councilmember questions.

It was noted Vice Mayor Pacheco left the meeting at 8:18 p.m. and re-joined the meeting at 8:26 p.m. via teleconference.

By consensus, Council received and filed the report, recommended statistics be reviewed annually; and directed staff to: 1) Update pamphlet to be more reader friendly, verify phone numbers are working and useful, place in public locations; and 2) evaluate potential partnerships (with schools, nonprofits, et al.).

Item No. 9 was pulled from the agenda and no further action taken by the City Council.

9) CONSIDERATION AND DISCUSSION REGARDING THE LEAGUE OF CALIFORNIA CITIES AND THEIR POSITION ON PROTECTING CITIES FROM BAD BILLS WHICH DO NOT SUPPORT LOCAL CONTROL

Page 4 of 5

10) CONSIDERATION AND DISCUSSION TO CONSIDER ADOPTING A RESOLUTION CONDEMNING THE GOVERNMENT OF IRAN FOR THE PHYSICAL BEATING AND DEATHS OF MAHSA AMINI, SARINA SMAEILZADEH, NIKA SHAKARAMI, AND OTHERS BY IRAN'S MORALITY POLICE

Councilmember Ballin presented the staff report.

Motion by Councilmember Ballin, seconded by Councilmember Rodriguez to adopt Resolution No. 8192, as amended to incoporate language from Bipartisan Senate resolution that includes stronger verbiage condemning the government of Iran for the physical beating and deaths of Mahsa Amini, Sarina Smaeilzadeh, Nika Shakarami, and others by Iran's Morality Police. The motion carried, unanimously.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz announced the in-person vote centers at Las Palmas Park and SF Recreation Park are open from 7 a.m. to 8 p.m. and the Vote-by-Mail Ballot drop boxes will be locked by County elections staff at 8 p.m., at the conclusion of the November 8, 2022 General Election.

Police Chief Valdez announced the Law Enforcement Torch Run will be held on Wednesday, November 9, 2022, the Tip-A-Cop event will be held on Thursday, November 17, 2022.

Director of Recreation and Community Services Venegas mentioned the San Fernando Valley Mile and Dia de Los Muertos Festival event and the Veterans Day Recognition Culminating Ceremony were well attended; noted free legal consultation services are being offered to the community on Saturday, November 12 at Las Palmas Park; and stated the Parks, Wellness, and Recreation Commission will be meeting on November 8 at 6:30 p.m.

Director of Public Works Baumgardner announced the new Water Operations Manager's first day with the City would begin on November 14 and stated due to the recent rain, the tour for the Infiltration Project Site had been postponed.

Assistant to the City Manager Hernandez reported he attended a conference on topics associated with grant funding.

Director of Community Development Kith announced Senate Bill 9 regulations and fence designs would be discussed at the next Planning and Preservation Commission meeting; and announced Carbon Grill is now open, located at 235 N. Maclay Avenue.

Director of Finance Melton reported on the City's new telephone system and on the recruitment status for the Information Technology Systems Administrator position.

City Manager Kimball recognized City staff for participating in the Halloween decorating and costume contest and mentioned he attended the Valley Economic Alliance Business meeting.

January 3, 2023 CC Regular Meeting

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY MINUTES – Regular Meeting November 7, 2022

Page 5 of 5

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Rodriguez thanked staff for their work.

Councilmember Ballin mentioned she attended the City Hall/Police Department tour participated during the visit from students of the Santa Rosa Student Council and tour of City Hall and the Police Department with students from the Santa Rosa Student Council, stated she attended the Veteran's Day events held in the city, and suggested that staff bring an informational presentation to the City Council regarding Senate Bill 2 and the appeals process.

Vice Mayor Pacheco spoke about bringing awareness on city issues to engage the community in the democratic process.

It was noted that Vice Mayor Pacheco left the meeting at 9:16 p.m.

Mayor Mendoza reported she attended the tour of City Hall/Police Department with students from the Santa Rosa Student Council, the Veteran's Day Recognition Ceremony at the VFW Post 3834 in San Fernando, the San Fernando Valley Run and Dia de los Muertos Festival; met with the 100-Year Anniversary of Women's Right to Vote Ad Hoc committee and visited Lalo Garcia's Sacred and Fine Art Studio.

Councilmember Montañez attended the San Fernando Valley Run and Dia de los Muertos Festival, the San Fernando Mall's Outdoor Market event and suggested the founders of the outdoor market be recognized by the City for bringing this event to the community.

Councilmember Montañez requested to adjourn the meeting in memory of Thelma Rubi, Roger Frommer, Rudy Pantoja and Eliseo Jesus Robledo.

Councilmember Ballin requested to adjourn the meeting in memory of Phillip Pace and Phillip Hawkins.

ADJOURNMENT (9:33 p.m.)

Mayor Mendoza adjourned the meeting in memory of Phillip Pace and Phillip Hawkins to the next regular meeting of November 21, 2022, at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the November 7, 2022, regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC City Clerk



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

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

Date: January 3, 2023

Consideration to Adopt Resolution Nos. 22-122 and 22-011 Approving the Subject:

Warrant Registers of December 19, 2022 and January 3, 2023, Respectively

RECOMMENDATION:

It is recommended that the City Council:

a. Adopt Resolution No. 22-122 (Attachment "A") approving the Warrant Register dated December 19, 2022; and

b. Adopt Resolution No. 22-011 (Attachment "B") approving the Warrant Register dated January 3, 2023.

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 Treasure 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.

FINANCE DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340 (818) 898-7307 WWW.SECITY.ORG Consideration to Adopt Resolution Nos. 22-122 and 22-011 Approving the Warrant Registers of December 19, 2022 and January 3, 2023, Respectively

Page 2 of 6

There are two Warrant Registers attached due to the lack of a formal City Council meeting on December 19, 2022. Resolution No. 6212 (adopted August 3, 1992) approves the issuing of Warrants prior to City Council ratification due to cancellation of a regularly scheduled City Council meeting. A copy of the Resolution No. 6212 and the memorandums provided to the Director of Finance/City Treasurer approving the release of the Warrants are attached to this report (Attachments "C" & "D").

ATTACHMENTS:

- A. Resolution No. 22-122; including: Exhibit A: Payment Demands/Voucher List
- B. Resolution No. 23-011; including: Exhibit A: Payment Demands/Voucher List
- C. Resolution No. 6212 (August 3, 1992)
- D. Memorandums Approving Release of Warrant Register (December 19, 2022)

RESOLUTION NO. 22-122

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. 22-122

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 3rd day of January 2023.

ATTEST:	Celeste T. Rodriguez, Mayor of the City of San Fernando, California
Julia Fritz, City Clerk	

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full,

true, and correct copy of Resolution No. 22-122, which was regularly introduce the City Council of the City of San Fernando, California, at a regular meeting the 3 rd day of January, 2023, by the following vote of the City Council:	•
AYES:	
NAYS:	
ABSENT:	
ABSTAINED:	
IN WITNESS WHEREOF, I have here unto set my hand and affixed the City of San Fernando, California, this day of,	official seal of the
Julia Fritz, City Cler	·k

Page:

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
229373	12/19/2022	894299 ABM PARKING SERVICES 22493922	17724408		PARKING LOT RENTAL-DIA DE LOS MU	
					110-420-3748-4260	2,548.00
					Total:	2,548.00
229374	12/19/2022	893777 ADLERHORST INTERNATIONAL LLC	073221		RGSTR-BASIC CANINE HANDLER'S CO	
					001-225-0000-4360	5,700.00
					Total:	5,700.00
229375	12/19/2022	889043 ALADIN JUMPERS	10132		CITY EVENT PARTY RENTAL SUPPLIES	
				12826	001-424-0000-4260	1,310.50
			10646		CITY EVENT PARTY RENTAL SUPPLIES	
				12826	001-424-0000-4260	1,223.00
			10648		CITY EVENT PARTY RENTAL SUPPLIES	
				12826	001-424-0000-4260	1,058.00
			9691		CITY EVENT PARTY RENTAL SUPPLIES	
				12826	001-424-0000-4260	2,140.00
					Total :	5,731.50
229376	12/19/2022	2 893813 ALMANZA, LAURAMARIE C	TRAVEL	PRIZES FOR SENIOR BINGO & RAFFLE		
					004-2346	88.05
					Total :	88.05
229377	12/19/2022	100143 ALONSO, SERGIO	NOV 2022		MARIACHI MASTER APPRENTICE INST	
				12730	109-424-3637-4260	1,050.00
					Total :	1,050.00
229378	12/19/2022	887695 AL'S KUBOTA TRACTOR	241143		MISC SUPPLIES	
					041-320-0390-4400	94.89
					Total :	94.89
229379	12/19/2022	888042 ALTEC INDUSTRIES INC.	51081641		REPAIR, UPGRADE & RE-CERTIFY ALTI	
				12661	041-320-0346-4400	2,115.21
					Total :	2,115.21
229380	12/19/2022	100165 AMERICAN WATER WORKS, INC.	33778		VEHICLE MAINT-PW8086	
					029-335-0000-4400	223.55

: 1	Voucher List 1:01:00PM CITY OF SAN FERNANDO					vchlist 12/19/2022	
					bank3	Bank code :	
Amoun	Description/Account	PO #	Invoice	Vendor	Date	Voucher	
223.55	Total :		S, INC. (Continued)	100165 AMERICAN WATER WORKS,	12/19/2022	229380	
336.49 217.28	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260 PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	12762	INV980065 INV980066	100188 ANDY GUMP INC.	12/19/2022	229381	
336.34 890.1 1	PORTABLE RESTROOM SERVICE FOR 070-384-0000-4260 Total :	12762	INV980067				
164.25 164.2 5	METER READING SHOES 070-383-0000-4310 Total :		REIMB.	887531 ARIAS JR., RAMIRO	12/19/2022	229382	
50.00 50.0 0	FITNESS CLASS INSTRUCTOR 017-420-1337-4260 Total :	12692	DEC 2022	893013 AYSON, LEILANI	12/19/2022	229383	
1,161.4 1,161.4	WATER PUIMP REPAIR 070-383-0000-4260 Total :		2122	894298 B & B FIELD SERVICES	12/19/2022	229384	
4,775.00 4,775.0 0	GLENOANKS BLVD -CENTER MEDIAN 9 001-311-0000-4260 Total :	12767	004852	894218 B C TRAFFIC SPECIALIST	12/19/2022	229385	
240.00 240.0 0	FITNESS CLASS INSTRUCTOR 017-420-1337-4260 Total :	12683	DEC 2022	892784 BARAJAS, MARIA BERENICE	12/19/2022	229386	
8,300.00 8,300.0 0	GASB 75 OPEB REPORT 2022 001-130-0000-4260 Total :	12828	22-745	892304 BARTEL ASSOCIATES, LLC	12/19/2022	229387	
75.00 75.0 0	COMMISSIONER'S STIPEND 001-150-0000-4111		NOV 2022	892014 BERNAL, DAVID	12/19/2022	229388	

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 Voucher List
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 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amoun
229389	12/19/2022	891301 BERNARDEZ, RENATE Z.	659		INTERPRETATION SERVICES-NOV CC	
				12700	001-101-0000-4270	300.00
					Total :	300.00
229390	12/19/2022	893591 BIOMEDICAL WASTE DISPOSAL	119662		BIOMEDICAL WASTE PICK UP & DISPO	
					001-224-0000-4270	100.00
					Total :	100.00
229391	12/19/2022	892389 BRITE STAR LIGHTING	3704		INSTALL CHRISTMAS DECORATIONS, F	
				12816	001-190-0000-4267	6,720.00
					Total :	6,720.00
229392	12/19/2022	888800 BUSINESS CARD	103122		(6) 48 PORT POE SWITCHES	
				12821	121-135-3689-4500	4,094.54
			103122		TRAINING REGISTRATION	
				001-225-0000-4360	344.00	
			110122		WORKSHOP REGISTRATION	
				001-140-0000-4360	20.00	
			110322		RCS PROG BUS	
					110-422-3691-4310	2,966.40
			110822		REFUND-RCS PROG BUS	
					110-422-3691-4310	-2,966.40
			110922		TRANSPORTSANTA ROSA SCHOOL TE	
					007-440-0443-4260	803.40
			111022		WORKSHOP REGISTRATION	
					001-310-0000-4360	570.00
			111422		SENIOR CLUB TRIP	
					004-2380	1,627.50
			111622		TRANSPORTSANTA ROSA SCHOOL TE	
			444700		007-440-0443-4260	66.95
			111722		ACROBAT LICENSE-FIN	44.00
			111822		001-130-0000-4380	14.99
			111822		LODGING-NALEO CONFERENCE 001-101-0104-4370	263.24
			112022		BOND PAPER	203.24
			112022		001-115-0000-4300	91.05
			112122			91.05
			112122		BUSINESS CARDS	

vchlist		Voucher List	Page:	4
12/19/2022	1:01:00PM	CITY OF SAN FERNANDO		

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
229392	12/19/2022	888800 BUSINESS CARD	(Continued)			
					001-310-0000-4300	43.37
					001-152-0000-4300	49.54
					001-150-0000-4300	49.54
			112122		COUNCIL SUPPLIES	
					001-101-0000-4300	158.52
			112122		DINNER FOR CC & STAFF-CC MTG 11/2	
					001-101-0000-4300	140.02
			112122		FINANCE DESK AND INSTALL FEE	
					001-130-0000-4300	2,183.43
			112122		METAL SHELVES	
					001-150-0000-4300	350.56
			112122		REFUND-ICS CONF	
					001-105-0000-4370	-950.00
					001-101-0104-4370	-950.00
			112322		FRAMES	
					001-101-0000-4300	94.65
			112422		TREE LIGHTING DECOR	
					001-424-0000-4300	99.06
			112622		TREE LIGHTING DECOR	
					001-424-0000-4300	396.78
			113022		PLAQUES	
					001-101-0000-4300	165.74
			113022-2219		FINANCE CHARGES	
					001-190-0000-4435	12.20
					Total :	9,739.08
229393	12/19/2022	888800 BUSINESS CARD	111822		LODGING-SBSLI COURSE	
					001-225-0000-4360	422.70
			112522		GEAR FOR NEW RECRUIT	
					001-225-0000-4300	329.37
			113022		FINANCE CHARGES	
					001-190-0000-4435	73.82
			122522		COFFEE & TEA	
					001-222-0000-4300	440.70
					Total :	1,266.59

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 Voucher List

 12/19/2022
 1:01:00PM
 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229394	12/19/2022	887810 CALGROVE RENTALS, INC.	163218-1	12708	GENERATOR & LIGHT TOWER RENTAL 001-424-0000-4260 Total :	653.00 653.00
229395	12/19/2022	892464 CANON FINANCIAL SERVICES, INC	29511521	12701	COPIER MAINTENANCE SERVICE-NOV 001-135-0000-4260 Total :	651.40 651.40
229396	12/19/2022	891860 CARL WARREN & COMPANY	20173-20195		REIMB. TO ITF ACCT (LIABILITY CLAIM: 006-1037 Total:	55,718.09 55,718.09
229397	12/19/2022	100652 CAVANAUGH & ASSOCIATES P.A.	WE.19.033-4	12433	LEVEL1 VALIDATION REVIEW OF WATE 070-381-0000-4270 Total :	2,500.00 2,500.00
229398	12/19/2022	9/2022 894010 CHARTER COMMUNICATIONS	10369111822 10518112922		PD CABLE SERVICE-11/18/22-12/17/22 001-222-0000-4260 REC PARK CABLE-11/29-12/28	229.79
			196309112322		001-420-0000-4260 INTERNET SERVICES 11/23-12/22	247.50
			222204112922		001-190-0000-4220 CABLE - 11/29-12/28 043-390-0000-4260	1,399.00 137.03
					Total :	2,013.32
229399	12/19/2022	103029 CITY OF SAN FERNANDO	4912-4981		REIMB TO WORKERS COMP ACCT 006-1038 Total:	39,746.47 39,746.47
229400	12/19/2022	890893 CITY OF SAN FERNANDO	DEC 2022		CITY PROPERTY UTILITY BILLS	
			FY22/23		043-390-0000-4210 CIF DONATION-ED COMM SCHOLARSH 053-101-0102-4430	16,300.96
					Total :	17,300.96
229401	12/19/2022	100805 COOPER HARDWARE INC.	132264	12799	MISC. SUPPLIES FOR P.W. OPERATION 070-383-0000-4310	41.57

 vchlist
 Voucher List
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 12/19/2022
 1:01:00PM
 CITY OF SAN FERNANDO

Bank code: bank3

Voucher Date Vendor Invoice PO# Description/Account Amount

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229401	12/19/2022	100805 COOPER HARDWARE INC.	(Continued)		Total :	41.57
229402	12/19/2022	892687 CORE & MAIN LP	R644127		WATER & FIRE SERVICE LINE MATERIA	
				12755	070-383-0000-4310	2,098.75
			R658973		WATER & FIRE SERVICE LINE MATERIA	
				12755	070-383-0000-4310	6,966.68
			R949809		WATER & FIRE SERVICE LINE MATERIA	
			D004000	12755	070-383-0000-4310 WATER & FIRE SERVICE LINE MATERIA	4,342.08
			R964309	12755	070-383-0000-4310	501.45
				12755	Total :	13,908.96
					Total .	13,300.30
229403	12/19/2022	103794 CSUN/ CENTER FOR	108SFV		CITY WIDE GIS SERVICES	
				12559	070-385-0000-4260	1,062.17
				12559	072-360-0000-4260	1,060.17
				12559	001-310-0000-4270	1,060.16
					Total :	3,182.50
229404 12/19	12/19/2022	892888 CWE	22549		REGIONALPARK INFILTRATION PROJE	
				12523	010-310-0620-4600	67,016.13
					Total :	67,016.13
229405	12/19/2022	887121 DELL MARKETING L.P.	10636152776		LAPTOP CHARGING CABINET	
				12780	110-422-3747-4500	1,170.49
					Total :	1,170.49
229406	12/19/2022	890090 DEPARTMENT OF INDUSTRIAL	OSIP 70408		ASSESSMENT-07/01/22-06/30/23	
					006-190-0000-4240	25,881.20
					Total :	25,881.20
229407	12/19/2022	100880 DMV RENEWAL	PW0889		REGISTRATION FEE-UTILITY TRAILER	
					041-320-0000-4450	174.00
			PW0894		REGISTRATION FEE-UTILITY TRAILER	
					041-320-0000-4450	174.00
					Total :	348.00
229408	12/19/2022	893103 DUARTE, MARITZA	113022		FLOWERS-SR CLUB HOLIDAY DANCE	
					004-2380	210.24

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229408	12/19/2022	•	(Continued)	10#	Total :	210.24
229409	12/19/2022	894297 ELEMENT ONTARIO	TRAVEL		LODGING-BASIC CANINE HANDLER'S (001-225-0000-4360	546.94
					Total:	546.94
229410	12/19/2022	894082 ELIAS, LILIA LETICIA	123122		SENIOR DANCE CLEAN UP SERVICE-1: 004-2380	208.00
					004-2360 Total:	208.00
229411	12/19/2022	103851 EVERSOFT, INC.	R2311869		WATER SOFTENER RENTAL- WELL 2A	
			R23118770	R23118770	070-384-0000-4260 WATER SOFTNER RENTAL-WELL 4A	53.14
					070-384-0000-4260 Total :	202.23 255.37
229412	12/19/2022	893800 FAJARDO, JOANNE	NOV 2022		SENIOR ZUMBA INSTRUCTOR	
					017-420-1322-4260 Total :	280.00 280.00
229413	12/19/2022	890981 FAJARDO, JOEL	NOV 2022		COMMISSIONER'S STIPEND	
					001-150-0000-4111 Total :	75.00 75.00
229414	12/19/2022	101144 FANTASY FLOWERS & BALLOONS	112322		PLANTS FOR SENIOR CLUB	
					004-2380	419.30
					Total :	419.30
229415	12/19/2022	101147 FEDEX	7-957-89737		COURIER SERVICES 001-190-0000-4280	29.50
					Total :	29.50
229416	12/19/2022	894151 FLORES, GUSTAVO	REIMB.		METER READING SHOES	
					070-383-0000-4310 Total :	242.42 242.42
229417	12/19/2022	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER (P.W.)	
					070-384-0000-4220	60.58

vchlist 12/19/2022	1:01:00PM CITY OF SAN FERNANDO						
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun	
229417	12/19/2022	892198 FRONTIER COMMUNICATIONS	(Continued)				
			209-151-4939-102990		MISIC CHANNEL		
			000 400 4004 004700		001-190-0000-4220	56.39	
			209-188-4361-031792		RCS PHONE LINES 001-420-0000-4220	136.02	
			209188-4362-031792		POLICE PHONE LINES	100.02	
					001-222-0000-4220	705.27	
			209-188-4363-031892		VARIOUS PHONE LINES	100.4	
					001-190-0000-4220 070-384-0000-4220	100.42 314.63	
					001-420-0000-4220	236.89	
			818-361-6728-080105		ENGINEERING FAX LINE		
					001-310-0000-4220	43.65	
			818-365-5097-120298		POLICE NARCOTICS VAULT 001-222-0000-4220	43.40	
			818-837-1509-032207		PW PHONE LINE	43.40	
					001-190-0000-4220	43.65	
			818-838-4969-021803		POLICE DEPT ALARM PANEL		
					001-222-0000-4220 Total :	130.78 1,871.6 8	
						1,071.00	
229418	12/19/2022	893953 GALE, PAUL JOHN	12/3 & 12/10		SHOTOKAN KARATE CLASSES		
				12702	017-420-1326-4260 Total :	90.00 90.0 0	
229419	12/19/2022	101273 GARCIA, PATTY	REIMB.		SUPPLIES FOR HOLIDAY TREE LIGHTII		
225415	12/10/2022	101270 OAROIA, FAITT	NEIWB.		001-424-0000-4300	617.70	
					Total :	617.70	
229420	12/19/2022	893947 GEC EVENTS	120522		STILT WALKERS-HOLIDAY TREE LIGHT		
					001-424-0000-4260	1,200.00	
					Total :	1,200.00	
229421	12/19/2022	894008 GMU PAVEMENT ENGINEERING	62808		ON CALL PAVEMENT DESIGN SERVICE		
				12811	025-311-0560-4600	8,902.75	
			00040	12811	012-311-0560-4600	8,902.75	
			62818		ON CALL PAVEMENT DESIGN SERVICE		

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229421	12/19/2022	894008 GMU PAVEMENT ENGINEERING	(Continued)			
				12811	025-311-0560-4600	21,225.25
				12811	012-311-0560-4600	21,225.25
					Total :	60,256.00
229422	12/19/2022	101376 GRAINGER, INC.	9501047691		MISC. SUPPLIES FOR FACILITIES & TR.	
				12761	030-341-0301-4300	591.64
			9501532379		MISC. SUPPLIES FOR FACILITIES & TR.	
				12761	043-390-0000-4300	377.25
			9501532387		MISC. SUPPLIES FOR FACILITIES & TR.	
				12761	043-390-0000-4300	968.73
			9504835282		MISC. SUPPLIES FOR FACILITIES & TR.	
				12761	043-390-0000-4300	161.73
			9504835290		MISC. SUPPLIES FOR FACILITIES & TR.	
				12761	043-390-0000-4300	-161.73
			9505373606		MISC. SUPPLIES FOR FACILITIES & TR.	
				12761	030-341-0301-4300	269.34
			9526208641		MISC. SUPPLIES FOR FACILITIES & TR.	
				12761	070-384-0000-4300	145.95
					Total :	2,352.91
229423	12/19/2022	894226 GUILLEN, YASMIN	REIMB.		SUPPLIES-SENIOR CLUB DANCE	
		,			004-2380	70.62
			REIMB.		FOOD-SENIOR CLUB MNTHLY MTG	
			rtemb.		004-2380	125.88
					Total:	196.50
					· · · · · · · · · · · · · · · · · · ·	
229424	12/19/2022	894092 GUTIERREZ, ANDREW	REIMB.		WATER DIST. OPERATOR CERT.	
					070-381-0000-4360	80.00
					Total :	80.00
229425	12/19/2022	101434 GUZMAN, JESUS ALBERTO	NOV 2022		MARIACHI MASTER APPRENTICE INST	
				12732	109-424-3637-4260	1,200.00
					Total :	1,200.00
229426	12/19/2022	101428 H & H WHOLESALE PARTS	BST3IN1062		FULL SERVICE BATTERIES FOR CITY F	
				12757	041-1215	467.70

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amou	unt
229426	12/19/2022	101428	101428 H & H WHOLESALE PARTS	(Continued)		Total :	467.	7.70
229427	12/19/2022	888647	HDL SOFTWARE, LLC	SIN023094	12748	OCT'22-BUSINESS LICENSE ADMINISTI 001-130-0000-4260 Total :	19,014. 19,014 .	
229428	12/19/2022	893817	HERNANDEZ MOLINA, MARIO ALBERTO	NOV 2022	12733	MARIACHI MASTER APPRENTICE INS1 109-424-3637-4260 Total :	540. 540 .	
229429	12/19/2022	101511	HINDERLITER DE LLAMAS & ASSOC.	SIN023266	12792	CONTRACT SERVICES SALES & TRAN! 001-130-0000-4270	651. 651 .	
229430	12/19/2022	892439	HISTORICAL RESOURCES, INC.	1226	12782	HISTORICAL SERVICES FOR THE LOPE 001-420-0000-4260 Total :	2,175. 2,175 .	
229431	12/19/2022	101599	IMAGE 2000 CORPORATION	565231		VARIOUS COPIER MAINT CONTRACT-1 001-135-0000-4260 072-360-0000-4450 001-135-0000-4260 Total :	1,335. 43. 118. 1,497 .	3.96 3.33
229432	12/19/2022	893804	INDUSTRIAL SHOEWORKS	110-1325917		SAFETY BOOTS 072-360-0000-4310 Total :	100. 100 .	
229433	12/19/2022	891570	INNOVATIVE TELECOM. SYSTEMS	3257		TELEPHONE EQUIP MAINTJAN 2023 001-190-0000-4220 Total :	395. 395 .	
229434	12/19/2022	893275	INTERWEST CONSULTING GROUP	83136	12634	CONTRACTED PLANNING SERVICES 001-150-0000-4270	22,432. 22,432 .	
229435	12/19/2022	101650	INTOXIMETERS, INC.	715305		DRYGAS CANISTER 001-222-0000-4300	247.	'.58

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229435	12/19/2022	101650 101650 INTOXIMETERS, INC.	(Continued)		Total :	247.58
229436	12/19/2022	892682 IPS GROUP, INC.	INV78907	12759	WEB BASED DATA MGMT FEE & CREDI 029-335-0000-4260 Total :	781.51 781.51
229437	12/19/2022	891777 IRRIGATION EXPRESS	15261892-00	12809	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300 Total :	390.38 390.38
229438	12/19/2022	101688 J & R AUDIO	354122-1		CANOPY RENTAL - HOLIDAY TREE LIGI 001-424-0000-4260 Total :	945.00 945.00
229439	12/19/2022	887952 J. Z. LAWNMOWER SHOP	26538	12800	SMALL EQUIPMENT REPAIR 001-346-0000-4300 Total :	200.01 200.01
229440	12/19/2022	894007 KARINA SWEEPING COMPANY	009	12739	MALL SWEEPING SERVICES-NOV 2022 023-311-0000-4260 Total :	7,200.00 7,200.00
229441	12/19/2022	892641 KIDNEY QUEST FOUNDATION, INC.	FY22/23		CIF: GIVE A GIFT PROGRAM 053-101-0101-4430 Total :	500.00 500.00
229442	12/19/2022	101768 KIMBALL-MIDWEST	100467908		MISC SUPPLIES 041-1215 Total :	498.49 498.49
229443	12/19/2022	101971 L.A. MUNICIPAL SERVICES	657-750-1000 694-750-1000		ELECTRIC-14060 SAYRE 070-384-0000-4210 ELECTRIC & WATER - 13180 DRONFIEL	1,741.67
					070-384-0000-4210 Total :	5,007.81 6,749.48
229444	12/19/2022	101852 LARRY & JOE'S PLUMBING	2243468-0001-02		MAT'LS FOR REPAIRS 043-390-0000-4300	78.50

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229444	12/19/2022	101852 LARRY & JOE'S PLUMBING	(Continued)				
			2244492-0001-02		MAT'LS FOR REPAIRS		
					043-390-0000-4300		27.4
			2244548-0001-02		MAT'LS FOR REPAIRS		
					043-390-0000-4300		34.1
					Total	:	140.0
229445	12/19/2022	893218 LAZARO, ERNESTO	NOV 2022		MARIACHI MASTER APPRENTICE INST		
				12734	109-424-3637-4260		720.00
					Total	:	720.00
229446	12/19/2022	101920 LIEBERT CASSIDY WHITMORE	228195		LEGAL SERVICES		
					001-112-0000-4270		3,498.50
			229122		LEGAL SERVICES		,
					001-112-0000-4270		124.00
			229158		LEGAL SERVICES		
					001-112-0000-4270		81.00
			229164		LEGAL SERVICES		
					001-112-0000-4270		3,181.50
			229168		LEGAL SERVICES		5 040 O
			229183		001-112-0000-4270 LEGAL SERVICES		5,319.00
			229103		001-112-0000-4270		1.278.00
					Total		13,482.00
							,
229447	12/19/2022	101974 LOS ANGELES COUNTY	OCT 2022	12817	ANIMAL CARE & CONTROL SERVICES- 001-190-0000-4260		5,814.48
				12017	001-190-0000-4260 Total		5,814.48
					Total		5,6 14.40
229448	12/19/2022	892477 LOWES	901900		MISC ITEMS		
					043-390-0000-4300		55.33
			9747-01319		MAT'LS FOR REPAIRS		
			0747.04400		043-390-0000-4300		93.15
			9747-01422		HOLIDAY TREE		567.81
			9747-01526		043-390-0000-4300 MAT'LS-ROOF REPAIRS		307.81
			3141-01320		043-390-0000-4300		525.01

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229448	12/19/2022	892477 LOWES	(Continued)			
			9747-01531		HOLIDAY DECORATIONS	
					043-390-0000-4300	462.40
			9747-01533		MACLAY TREE LIGHTING	
					043-390-0000-4300	381.08
			9747-01549		MAT'LS FOR ROOF REPAIRS	
					043-390-0000-4300	334.83
			9747-1463		BATTERIES FOR MISC TOOLS	
					043-390-0000-4300	128.13
					Total :	2,547.74
229449	12/19/2022	102051 M & M LANDSCAPE	7159		LANDSCAPE MAINT. AT WELL SITES, M	
				12796	070-384-0000-4260	1,500.00
					Total :	1,500.00
229450	12/10/2022	102063 MACKAY METERS, INC.	1062238		PARKING METER PARTS & EQUIPMEN	
229430	12/19/2022	102063 MACKAY METERS, INC.	1002230	12818		0.075.00
				12010	029-335-0000-4300	2,375.33 2,375.33
					Total :	2,3/5.33
229451	12/19/2022	888468 MAJOR METROPOLITAN SECURITY	1108766		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	25.00
			1108767		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	25.00
			1108768		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	15.00
			1108769		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	15.00
			1108770		ALARM MONITORING AT ALL CITY FACI	
			4400774	12710	043-390-0000-4260	15.00
			1108771	40740	ALARM MONITORING AT ALL CITY FACI	45.00
			1108772	12710	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1100//2	12710	043-390-0000-4260	15.00
			1108773	127 10	ALARM MONITORING AT ALL CITY FACI	15.00
			1100773	12710	043-390-0000-4260	25.00
			1108774	12710	ALARM MONITORING AT ALL CITY FACI	25.00
			1100774	12710	043-390-0000-4260	15.00
				.2710	0.0000000000000000000000000000000000000	10.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229451	12/19/2022	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1108775		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	15.00
			1108776		ALARM MONITORING AT ALL CITY FACI	
				12710	043-390-0000-4260	25.00
			1108777		ALARM MONITORING AT ALL CITY FACI	
			4400770	12710	070-384-0000-4260	23.00
			1108778	12710	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1108779	127 10	ALARM MONITORING AT ALL CITY FACI	23.00
			1100775	12710	070-384-0000-4260	23.00
			1108780	127.10	ALARM MONITORING AT ALL CITY FACI	20.00
				12710	070-384-0000-4260	23.00
					Total :	297.00
229452	12/19/2022	894025 MATSUOKA, TODD	REIMB.		ICC ANNUAL MEMBERSHIP & WORK BO	
220 102	12/10/2022	001020 111111 000101, 1000	TEIMD.		001-152-0000-4380	185.00
					001-152-0000-4325	98.54
					Total:	283.54
229453	12/19/2022	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
					007-440-0441-4220	36.54
					Total:	36.54
229454	12/10/2022	894210 MELTON, ERICA D.	REIMB.		SUPPLIES	
225454	12/13/2022	004210 MEETON, ENIONE.	ILLINID.		001-130-0000-4300	151.70
					Total:	151.70
229455	12/10/2022	894220 MELTON, ERICA D.	160-161;172		L P SENIOR PETTY CASH REIMB.	
223433	12/19/2022	894220 WELTON, ERICAD.	100-101,172		004-2383	59.63
					004-2363 Total :	59.63
229456	12/19/2022	889169 MENDEZ, ALEJANDRO	TRAVEL		DEPARTMENT SUPPLIES	
					070-384-0000-4300	81.94
					Total :	81.94
229457	12/19/2022	102148 METROPOLITAN WATER DISTRICT	10949		WATER DELIVERY-OCT 2022	

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Amoun	Description/Account	PO #	Invoice	Vendor	Date	oucher
			(Continued)	2 102148 METROPOLITAN WATER DISTRICT	12/19/2022	229457
262,574.20	070-384-0000-4450					
262,574.20	Total :					
	REPL BANNERS DESTROYED BY WEAT		220126572	2 893402 MILITARY TRIBUTE BANNERS	12/19/2022	29458
257.00	001-424-0000-4260					
257.0	Total :					
	LAUNDRY SERVICE FOR PD		518246820	2 102226 MISSION LINEN SUPPLY	12/19/2022	29459
241.83	001-225-0000-4350	12685				
	LAUNDRY SERVICE FOR PD		518294888			
234.5	001-225-0000-4350	12685				
476.37	Total :					
	PER DIEM-POLICE ACADEMY		TRAVEL-20	2 893803 MORAN, IVAN	12/19/2022	29460
180.00	001-225-0000-4360					
	PER DIEM-POLICE ACADEMY TRAINING		TRAVEL-21			
180.00	001-225-0000-4360					
400.00	PER DIEM-POLICE ACADEMY TRAINING		TRAVEL-22			
180.00 540.0 0	001-225-0000-4360 Total :					
	MUSIC ENTERTAINMENT FOR SENIOR		123122	2 894150 MORA-ZAMORA, ERENDIRA	40/40/0000	29461
1,500.00	004-2380	12711	123122	2 694150 WORA-ZAWORA, ERENDIRA	12/19/2022	29401
1,500.00	Total :	12711				
	SOFTWARE FOR 2 WAY RADIOS		8281494987	2 888134 MOTOROLA SOLUTIONS, INC.	12/19/2022	29462
299.00	001-222-0000-4300	12797		,		
299.00	Total:					
	K9 SUPPLIES		REIMB.	2 894004 MURILLO, NICHOLAS	12/19/2022	29463
206.14	001-225-0000-4270					
	PER DIEM-BASIC CANINE HANDLER'S		TRAVEL			
225.00	001-225-0000-4360					
431.14	Total :					
	MATL'S FOR TREE LIGHTING EVENT		INV333006	2 893454 NACHO'S ORNAMENTAL INC	12/19/2022	29464
57.15	043-390-0000-4300					
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229464	12/19/2022	893454 NACHO'S ORN	IAMENTAL INC (Continued)		Total :	57.1
229465	12/19/2022	102325 NAPA AUTO PARTS	6410-117726		VEHCILE MAINT-PW0083	
					041-320-0370-4400	129.6
					Total :	129.6
229466	12/19/2022	893348 NCSI	27964		VOLUNTEER BACKGROUND CHECK	
					017-420-1328-4260	18.5
					Total :	18.5
229467	12/19/2022	893405 NEW HORIZON	2036586		LP PHONE LINES-NOV 2022	
			2004004		001-420-0000-4220	312.4
			2064901		LP PHONE LINES-DEC 2022 001-420-0000-4220	321.3
					Total :	633.7
229468	12/19/2022	887422 NORTHERN SAFETY CO., IN	IC. 981667726		UNIFORMS	
					043-390-0000-4300	429.6
					Total :	429.6
229469	12/19/2022	894100 ODP BUSINESS SOLUTIONS	S , LLC 227388010001		OFFICE SUPPLIES	
					001-130-0000-4300	107.3
			270045057001		OFFICE SUPPLIES 070-383-0000-4300	58.0
			271875187001		OFFICE SUPPLIES	00.0
					001-311-0000-4300	116.3
			272740095001		FILING CABINET 072-360-0000-4300	669.5
			273322143001		OFFICE SUPPLIES	003.0
					070-381-0000-4300	63.1
			273967791001		OFFICE SUPPLIES 070-384-0000-4300	122.5
			273968926001		OFFICE SUPPLIES	122.5
					043-390-0000-4300	57.7
			274393772001		OFFICE SUPPLIES	60.0
			274723242001		001-130-0000-4300 OFFICE SUPPLIES	68.3

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W2022 894100 ODP BUSINESS SOLUTIONS , LLC	(Continued) 274779429001 275471058001 275471492001 275920866001 277161625001 277513651001 277513653001		029-335-0000-4300 OFFICE SUPPLIES 001-106-0000-4300 OFFICE SUPPLIES 041-320-0000-4300 OFFICE SUPPLIES 072-360-0000-4300 OFFICE SUPPLIES 070-383-0000-4300 OFFICE CHAIR 041-320-0000-4310 OFFICE SUPPLIES 001-130-0000-4300 OFFICE SUPPLIES	56.7 200.5 31.4 63.4(480.9)
	274779429001 275471058001 275471492001 275920866001 277161625001 277513651001		OFFICE SUPPLIES 001-106-0000-4300 OFFICE SUPPLIES 041-320-0000-4300 OFFICE SUPPLIES 072-360-0000-4300 OFFICE SUPPLIES 070-383-0000-4300 OFFICE CHAIR 041-320-0000-4310 OFFICE SUPPLIES 071-380-0000-4310 OFFICE SUPPLIES	200.5 31.4 63.4 480.9
	275471058001 275471492001 275920866001 277161625001 277513651001		001-106-0000-4300 OFFICE SUPPLIES 041-320-0000-4300 OFFICE SUPPLIES 072-360-0000-4300 OFFICE SUPPLIES 070-383-0000-4300 OFFICE CHAIR 041-320-0000-4310 OFFICE SUPPLIES 001-130-0000-4300	200.53 31.4 63.46 480.98
	275471492001 275920866001 277161625001 277513651001		OFFICE SUPPLIES 041-320-0000-4300 OFFICE SUPPLIES 072-360-0000-4300 OFFICE SUPPLIES 070-383-0000-4300 OFFICE CHAIR 041-320-0000-4310 OFFICE SUPPLIES 001-130-0000-4300	31.4° 63.4¢ 480.98
	275471492001 275920866001 277161625001 277513651001		041-320-0000-4300 OFFICE SUPPLIES 072-360-0000-4300 OFFICE SUPPLIES 070-383-0000-4300 OFFICE CHAIR 041-320-0000-4310 OFFICE SUPPLIES 001-130-0000-4300	200.53 31.41 63.46 480.98 71.43
	275920866001 277161625001 277513651001		OFFICE SUPPLIES 072-360-0000-4300 OFFICE SUPPLIES 070-383-0000-4300 OFFICE CHAIR 041-320-0000-4310 OFFICE SUPPLIES 001-130-0000-4300	31.41 63.46 480.98
	275920866001 277161625001 277513651001		072-360-0000-4300 OFFICE SUPPLIES 070-383-0000-4300 OFFICE CHAIR 041-320-0000-4310 OFFICE SUPPLIES 001-130-0000-4300	63.46 480.98
	277161625001 277513651001		OFFICE SUPPLIES 070-383-0000-4300 OFFICE CHAIR 041-320-0000-4310 OFFICE SUPPLIES 001-130-0000-4300	63.46 480.98
	277161625001 277513651001		070-383-0000-4300 OFFICE CHAIR 041-320-0000-4310 OFFICE SUPPLIES 001-130-0000-4300	480.98
	277513651001		OFFICE CHAIR 041-320-0000-4310 OFFICE SUPPLIES 001-130-0000-4300	480.98
	277513651001		041-320-0000-4310 OFFICE SUPPLIES 001-130-0000-4300	
			OFFICE SUPPLIES 001-130-0000-4300	
			001-130-0000-4300	71.43
	277513653001			71.43
	277513653001		OFFICE SLIPPLIES	
			001-130-0000-4300	38.58
	277835549001		OFFICE SUPPLIES	
			001-130-0000-4300	-45.19
	2/83/036/001			454.50
	07007000001			151.56
	278376028001			20.27
	200202402004			20.27
	200202103001			195.04
	280282565001			193.04
	200202303001			28.51
				2,802.93
			iotai.	2,002.00
1/2022 894123 OLIVAREZ MADRUGA LAW	20819		LEGAL SERVICES	
			001-110-0000-4270	12,186.18
			Total :	12,186.18
1/2022 890095 O'REILLY AUTOMOTIVE STORES INC	4605-493782		VEHICLE SERV. MAINT, & REPAIR PAR	
		12754		145.87
	4605-493843	12104		140.07
	1000 1000 10	12754		33.06
	4605-494504		VEHICLE SERV., MAINT. & REPAIR PAR	
	9/2022 894123 OLIVAREZ MADRUGA LAW 9/2022 890095 O'REILLY AUTOMOTIVE STORES INC	9/2022 890095 O'REILLY AUTOMOTIVE STORES INC 4605-493782 4605-493843	278376028001 280282183001 280282565001 29/2022 894123 OLIVAREZ MADRUGA LAW 20819 29/2022 890095 O'REILLY AUTOMOTIVE STORES INC 4605-493782 4605-493843 12754	278370367001 OFFICE SUPPLIES

vchlist 12/19/2022	1:01:00PM	и	Voucher List CITY OF SAN FERNA	ANDO		Page: 18
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
229471	12/19/2022	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
				12754	041-320-0228-4400 Total:	65.0° 243.9 4
229472	12/19/2022	894024 ORTIZ ENTERPRISES, INC.	P8		SF REGIONAL PARK INFILTRATION PRO	
				12650	010-310-0764-4600	147,438.33
				12650 12650	010-310-0645-4600 010-310-0620-4600	190,738.33 360,391.29
				12030	010-2037	-34,928.40
					Total :	
229473	12/19/2022	893116 PACHECO, HECTOR	NOV 2022		COMMISSIONER'S STIPEND	
					001-150-0000-4111	75.00
					Total :	75.00
229474	12/19/2022	892958 PADILLA'S AUTO CENTER	9		VEHICLE MAINT-PW4573	
					070-383-0000-4400 Total :	240.00 240.0 0
229475	12/19/2022	889545 PEREZ, MARIBEL	REIMB.		HOLIDAY SUPPLIES-LOPEZ ADOBE	
220110	12/10/2022	ood to Textee, III will be	TEINID.		001-420-0000-4300	173.86
					Total :	173.86
229476	12/19/2022	891527 PEREZ, MARVIN	NOV 2022		COMMISSIONER'S STIPEND	
					001-150-0000-4111	75.00
					Total :	75.00
229477	12/19/2022	893946 POTHIDANG, NANCY	12032022SF		HOLIDAY COOKIES	
					004-2385	400.00
					Total :	400.00
229478	12/19/2022	894296 PRINTCO DIRECT INC	85071		BLUE PRINT COPIES	
					001-310-0000-4270 Total :	16.54 16.5 4
						10.34
229479	12/19/2022	102788 RAYGOZA, JOSE LUIS	REIMB.		RGSTR-SUBSTITUTE SRV EXAM CONF	000
					001-152-0000-4370	260.00

/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
229479	12/19/2022	102788 RAYGOZA, JOSE LUIS	(Continued	d)	Total:	260.0
229480	12/19/2022	893276 RON'S MAINTENANCE, INC.	559		CATCH BASIN CLEANING	
				12829	023-311-0000-4260	1,500.0
					Total :	1,500.0
229481	12/19/2022	891253 SAN FERNANDO SMOG TEST ONLY	05647		SMOG TEST - PD4538	
					041-320-0000-4450	65.0
			05653		SMOG TEST - CE5644	
					041-320-0000-4450	65.0
			05654		SMOG TEST - CE4424	
					041-320-0000-4450	65.0
			05655		SMOG TEST - PW2116	
			05050		041-320-0000-4450	65.0
			05656		SMOG TEST - PW4534	75.0
			05662		041-320-0000-4450 SMOG TEST - PD2874	75.0
			03002		041-320-0000-4450	65.0
					Total :	400.0
229482	12/10/2022	103064 SAN GABRIEL VALLEY CITY	112222		MONTHLY MTG - 12/13/22	
229402	12/19/2022	103004 SAN GABRIEL VALLET CITT	112222		001-105-0000-4370	105.0
					Total :	105.0
229483	12/19/2022	103184 SMART & FINAL	0088		REFRESHMENTS-SENIOR TRIP ON 12/	
220400	12/10/2022	100104 CWART OF HAVE	0000		004-2383	45.6
			0089		REFRESHMENTS-HOLIDAY TREE LIGHT	40.0
			0000		001-424-0000-4300	70.1
			0177		HOT CHOCOLATE -TBC SELLS	
					004-2391	66.8
			0245		CANDY CANES-HOLIDAY TREE LIGHTIN	
					004-2385	20.0
			0246		SUPPLIES FOR SENIOR CLUB DANCE	
					004-2380	215.5
			0258		HOT CHOCOLATE -TBC SELLS	
					004-2391	26.1
			0259		SODAS-SENIOR CLUB DANCE	

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO#	Description/Account		Amoun
229483	12/19/2022	103184 SMART & FINAL	(Continued)				
					004-2380	Total :	144.3° 588.7°
229484	12/19/2022	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS		
					027-344-0000-4210		10,440.20
					029-335-0000-4210		2,408.97
					070-384-0000-4210 074-320-0000-4210		20,232.50 5,857.83
					043-390-0000-4210		6,469.94
						Total :	45,409.44
229485	12/10/2022	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FOR CNG STATION	J	
220400	12/10/2022	100200 COCTTENIA CALIFORNIA CAC CO.	110-021-3110		074-320-0000-4402	•	14,988.04
						Total :	14,988.04
229486	12/19/2022	888621 SWRCB	SW-0243215		NPDES ANNIAL PERMIT		
					070-381-0000-4450		10,602.00
					•	Total :	10,602.00
229487	12/19/2022	103305 TAB PRODUCTS CO.	INV000028167		DR FOLDERS FOR 2023		
				12786	001-222-0000-4300		5,216.01
					001-222-0000-4300		534.66
						Total :	5,750.67
229488	12/19/2022	894287 TEJADA, DAVID	00001		UNIFORM PRINTING AND EMBRO	IDER'	
				12824	017-420-1330-4300		2,260.00
						Total :	2,260.00
229489	12/19/2022	101528 THE HOME DEPOT CRC, ACCT#6035322	202490 043022		FINANCE CHARGES		
					030-341-0000-4300		175.20
			053122		FINANCE CHARGE 030-341-0000-4300		80.20
			0543989		TOOL CARTS		00.20
			30.0000		043-390-0000-4300		284.44
			063022		FINANCE CHARGES		
					030-341-0000-4300		246.7

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 CITY OF SAN FERNANDO

oucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
229489	12/19/2022	101528 THE HOME DEPOT CRC,	ACCT#603532202490 (Continued)			
			073122		FINANCE CHARGES	
					070-384-0000-4300	655.27
			083122		FINANCE CHARGES	
					041-320-0000-4300	146.47
			093022		FINANCE CHARGES	
					041-320-0000-4300	107.05
			103122		FINANCE CHARGES	
					041-320-0000-4300	86.76
			2022140		STORAGE BOX	
					017-420-1355-4300	126.79
			2972313		PALLET FEE CREDIT	
					070-384-0000-4310	-49.6°
			2972314		PALLET FEE CREDIT	
					070-384-0000-4310	-49.6
			2972316		PALLET FEE CREDIT	
					070-384-0000-4310	-16.54
			3013635		SMALL TOOLS	
					001-311-0000-4300	209.6
			3873331		WELL 2A BUILDING MAINT	
					070-384-0000-4330	129.52
			4114479		CONTAINERS	
					001-311-0000-4300	88.98
			4290607		REPL PED FLASHERS	
					001-370-0000-4300	205.68
			5022866		SHORING MAT'LS & MISC SUPPLIES	
					070-384-0000-4320	977.00
			535130		TOOLS	
					041-320-0000-4320	751.34
			5533306		HOLIDAY DECORATIONS	
					001-311-0000-4300	739.37
			5533307		PAINT	
					043-390-0000-4300	421.95
			5902929		TOOLS	
					001-311-0000-4300	234.69
			5972130		PALLET FEE CREDIT	
					070-384-0000-4310	-49.6

vchlist Voucher List 22 Page: 12/19/2022 1:01:00PM CITY OF SAN FERNANDO Bank code : bank3 Voucher Date Vendor PO # Description/Account Amount 12/19/2022 101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued) 229489 6025295 TOOLS 001-311-0000-4300 SHELVING UNITS RETURNED 001-150-0000-4300 212.48 6220539 -314.16 6391195 SHELVING UNITS 001-150-0000-4300 325.14 GENERATOR & MISC ITEMS 001-422-0000-4300 6540404 1,037.71 CREDIT-PATIO TABLE OUT OF STOCK 043-390-0000-4300 7121273 -330.75 7494034 PATIO TABLES-PW OPS CTR LUNCH AF 070-384-0000-4300 043-390-0000-4300 1,110.77 1,110.77 8260144 SMALL TOOLS 070-384-0000-4340 27.53 DEPT SUPPLIES 070-383-0000-4300 9333821 131.20 8,812.35 INV00231195 TIME CLOCK PLUS PROF. ANNUAL REN 12/19/2022 891252 TIMECLOCK PLUS 229490 12831 001-135-0000-4260 5,573.10 12/19/2022 892525 T-MOBILE 958769818 HOTSPOTS & TABLE CONNECTIONS 229491 001-420-0000-4220 29.40 001-152-0000-4220 19.74 Total: 49.14 229492 12/19/2022 887591 TOM BROHARD & ASSOCIATES 2022-24 TRAFFIC ENGINEERING SERVICES 12752 001-310-0000-4270 3.245.00 3,245.00 229493 12/19/2022 893905 TORRES-GAHM, GRACIELA 1122 CLEANING SERVICES FOR LOPEZ ADC 12775 001-420-0000-4260 320.00 Total : 320.00

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amoun
229494	12/19/2022	893504	TOWN HALL STREAMS, LLC	14494		STREAMING SERVICES-DEC 2022	
			,			001-115-0000-4260	175.0
						Total :	175.0
229495	12/19/2022	894195	TRIPEPI SMITH	9100		PUBLIC RELATIONS SERVICES	
					12723	001-190-0000-4270	1,788.7
						Total:	1,788.7
229496	12/19/2022	101028	TYLER TECHNOLOGIES, INC.	04-400413		ANNUAL EDEN SYSTEM MAINT. SUPPO	
					12832	001-135-0000-4260	35,605,2
					12832	070-382-0000-4260	6,462.6
					12832	072-360-0000-4260	6,462.6
						Total :	48,530.4
229497	12/19/2022	889069	U.S. BANK NATIONAL ASSOCIATION	2130810		2021A BOND-PRINCIPAL & INT. PAYMEN	
						018-190-0872-4429	1,030,000.0
						018-190-0872-4405	356,063.0
						018-190-0872-4429	-1.1
						018-190-0872-4405	-13,897.9
				2130812		2021B BOND-PRINCIPAL & INT. PAYMEN	
						070-180-0872-4429	117,000.0
						070-180-0872-4405	44,561.9
						072-180-0872-4429	33,000.0
						072-180-0872-4405	12,599.4
						Total :	1,579,325.3
229498	12/19/2022	889069	U.S. BANK NATIONAL ASSOCIATION	6639592		ADMIN FEES FOR 2021 A&B BONDS	
						018-190-0000-4265	2,750.0
						Total :	2,750.0
229499	12/19/2022	103503	U.S. POSTAL SERVICE, NEOPOST POSTA	GE (15122187		POSTAGE MACHINE REIMB.	
						001-190-0000-4280	1,500.0
						Total:	1,500.0
229500	12/19/2022	887939	ULINE SHIPPING SUPPLIES	157063306		SHELVING UNIT-PROPERTY ROOM	
						001-222-0000-4300	679.3
						Total:	679.3

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229501	12/19/2022	103445 UNDERGROUND SERVICE ALERT	1120220695		(85) NEW TICKET CHARGES	
			22-2301999		070-381-0000-4260 CA STATE FEE FOR REGULATORY COS	158.75
			22-2001000		070-381-0000-4260	32.42
					Total :	191.17
229502	12/19/2022	893746 UNISHIELD	INV-107330		SAFETY SUPPLIES	
			INV-107335		070-383-0000-4310 RAIN GEAR	368.90
			1144-107333		070-383-0000-4310	352.69
					Total :	721.59
229503	12/19/2022	893167 UNITED MAINTENANCE SYSTEMS	15369		JANITORIAL SERVICES CONTRACT#19	
				12794	043-390-0000-4260 Total :	17,850.00 17,850.00
000504	40/40/0000					17,000.00
229504	12/19/2022	103439 UPS	831954492		COUIER SERVICES 001-190-0000-4280	144.00
					Total :	144.00
229505	12/19/2022	892612 URBAN FUTURES, INC	CD-2021-068		CONTINUING DISCLOSURE & COMPLIA	
				12833	012-190-0000-4265	3,449.00
					Total :	3,449.00
229506	12/19/2022	893180 URENA, RAQUEL	120422		SUPPLIES FOR SENIOR CLUB DANCE	31.43
					004-2380 Total:	31.43
229507	12/19/2022	893740 UTILITY SYSTEMS SCIENCE &	COSF_11/1-11/30		WASTEWATER FLOW MONITORING & 9	
			222.2	12753	072-360-0000-4260	540.00
					Total :	540.00
229508	12/19/2022	103510 V & V MANUFACTURING, INC.	56013		BADGES	
					001-222-0000-4300 Total :	287.77 287.77
						201.11
229509	12/19/2022	893647 VALEO NETWORKS	21139	12760	NOV'22-IT MANAGEMENT & VEEAM CL 001-135-0000-4270	10.330.33
				.2.00	11. 100 0000 12.0	.0,000.00

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 CITY OF SAN FERNANDO

oucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
229509	12/19/2022	893647 VALEO NETWORKS	(Continued)			
			21140		NOV'22-IT MANAGEMENT & VEEAM CL	
				12760	001-135-0000-4270	523.70
					Total:	10,854.03
29510	12/19/2022	103534 VALLEY LOCKSMITH	674		LOCKSMITH SERVICES FOR ALL FACIL	
				12787	041-320-0225-4400	100.00
					Total :	100.00
29511	12/19/2022	103574 VERDIN, FRANCISCO JAVIER	OCT-DEC 2022		FOLKLORICO DANCE CLASS INSTRUC	
	12/10/2022	TOOL TELEBRI, THE WOLDOO OF WILL	00. 520 2022	12691	017-420-1362-4260	1.596.00
				12001	Total :	1,596.00
29512	12/19/2022	889627 VERIZON CONFERENCING	Z8560140		CONFERENCE CALLS-NOV 2022	
					001-190-0000-4220	3.20
					Total:	3.20
9513	12/19/2022	100101 VERIZON WIRELESS-LA	9920759936		MDT MODEMS-PD UNITS	
					001-222-0000-4220	704.24
			9921154540		PD CELL PHONE PLANS	
					001-222-0000-4220	315.07
					001-152-0000-4220	190.05
			9921447261		PD & PW CELL PHONE PLANS	
					001-222-0000-4220	515.31
					070-384-0000-4220	40.76
			9921458949		CITY YARD CELL PHONE PLANS	
					070-384-0000-4220	141.38
					043-390-0000-4220	25.47
					041-320-0000-4220 072-360-0000-4220	25.47 35.20
			9921470611		VARIOUS CELL PHONE PLANS	35.20
			9921470611		001-106-0000-4220	53.04
					070-384-0000-4220	371.15
					Total :	2,417.14
			E) (00 (00			
29514	12/19/2022	894137 VIDA MOBILE CLINIC	FY22/23		CIF: EMERGENCY MEDICATIONS & MA	F00 00
					053-101-0101-4430	500.00

/chlist 12/19/2022	1:01:00PM			Voucher List CITY OF SAN FERNANDO				
Bank code :	bank3							
Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amou	
229514	12/19/2022	894137	894137 VIDA MOBILE CLINIC	(Continued)		Total :	500	
229515	12/19/2022	888390 V	VEST COAST ARBORISTS, INC.	191343		ANNUAL CITY TREE TRIMMING SERVIC		
					12788	011-311-0000-4260	3,285.	
				192490		ANNUAL CITY TREE TRIMMING SERVIC		
					12788	001-346-0000-4260	219.	
				193014		ANNUAL CITY TREE TRIMMING SERVIC		
					12788	010-310-0764-4600	4,600.	
				193015		ANNUAL CITY TREE TRIMMING SERVIC		
					12788	011-311-0560-4600	2,500.	
				193016		ANNUAL CITY TREE TRIMMING SERVIC		
					12788	001-346-0000-4260	1,282.	
						Total :	11,886	
229516	12/19/2022	894009 V	VILLDAN ENERGY SOLUTIONS	020-201205		CONSULTING SRVCS & CONSTRUCTIC		
					12619	032-390-0765-4600	131,512.	
						Total :	131,512	
229517	12/19/2022	891531 V	/ILLDAN ENGINEERING	00336944		ON-CALL ENGINEERING SERVICES		
					12814	001-310-0000-4270	4,479.	
					12814	024-371-0562-4600	689.	
					12814	012-311-0565-4600	2,006.	
					12814	024-311-0551-4600	455.	
					12814	032-311-0866-4600	10,651.	
				00336954		WELL 7A REGULATORY COMPLIANCE		
					12265	070-381-0000-4270	67.	
				00417899		ON-CALL ENGINEERING SERVICES		
					12814	025-311-0565-4600	1,551.	
					12814	024-311-0551-4600	890.	
				00623927		ON-CALL ENGINEERING SERVICES		
					12814	025-311-0565-4600	12,799.	
				00624421	40044	ON-CALL ENGINEERING SERVICES	4	
					12814	025-311-0565-4600 Total :	1,551. 35,139 .	
							,100	
229518	12/19/2022	892023 V	/INDSTREAM	75273570		PHONE SERVICES-011/18-12/17		
						001-222-0000-4220	1,326	

EXHIBIT "A" RES. NO. 22-122

12/19/2022	1:01:00PM	CITY OF SAN FERM	CITY OF SAN FERNANDO						
Bank code :	bank3								
Voucher		Invoice	PO #	Description/Account	Amount				
229518	12/19/2022 892023 WINDSTREAM	(Continued)		001-420-0000-4220 070-384-0000-4220 001-190-0000-4220 Total :	794.07 863.44 1,434.92 4,418.79				
229519	12/19/2022 894164 YUNEX LLC	5620041523	12715	ON-CALL TRAFFIC SIGNAL MAINTENAN 001-370-0564-4300 Total :	1,416.39 1,416.39				
147	7 Vouchers for bank code : bank3			Bank total :	3,348,742.42				
147	7 Vouchers in this report			Total vouchers :	3,348,742.42				

Voucher List

Voucher Registers are not final until approved by Council.

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229520	12/22/2022	103648 CITY OF SAN FERNANDO	PR 12/23/22		REIMB FOR PAYROLL W/E 12/16/22	
					001-1003 007-1003	611,341.46 2,038.71
					017-1003	347.70
					027-1003	2,169.12
					029-1003	2,351.47
					030-1003	5,584.86
					041-1003	6,690.28
					043-1003	21,631.57
					070-1003	54,925.65
					072-1003	14,692.15
					074-1003	376.02
					094-1003	1,087.75
					110-1003	4,183.96
					Total :	727,420.70
	1 Vouchers fo	r bank code : bank3			Bank total :	727,420.70
1	1 Vouchers in	this report			Total vouchers :	727,420.70

Voucher Registers are not final until approved by Council.

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Voucher List CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229359	11/21/2022	893115 P.E.R.S. CITY RETIREMENT	100000016929539		EMPL CONTRIB VARIANCE-10/08-10/21	
					018-222-0000-4124	81.50
					018-224-0000-4124	61.13
					018-225-0000-4124	876.18
					Total :	1,018.81
229360	11/29/2022	893115 P.E.R.S. CITY RETIREMENT	100000016961077		EMPL CONTRIB VARIANCE-10/22-11/04	
					018-222-0000-4124	120.93
					018-224-0000-4124	90.70
					018-225-0000-4124	1,300.01
					Total:	1,511.64
229361	11/30/2022	893115 P.E.R.S. CITY RETIREMENT	100000016961096		EMPL CONTRIB VARIANCE-11/05-11/18	
					018-222-0000-4124	153.74
					018-224-0000-4124	115.31
					018-225-0000-4124	1,652.76
					Total:	1,921.81
:	3 Vouchers fo	or bank code : bank3			Bank total :	4,452.26
;	3 Vouchers in	this report			Total vouchers :	4,452.26

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Bank code :	bank3								
Voucher	Date	Vendor			Invoice	PO #	Description/Acc	count	Amount
229362	11/30/2022	103648 CITY OF	SAN FERNANDO	:	SPR 11/30/22		REIMB FOR SP	ECIAL PAYROLL W/E 11/	
							001-1003		61,757.90
							007-1003		1,627.74
							041-1003		1,007.72
							043-1003		2,015.46
							070-1003		2,658.52
							072-1003		1,968.95
								Total :	71,036.29
•	1 Vouchers fo	or bank code :	bank3					Bank total :	71,036.29
1	1 Vouchers in	this report						Total vouchers :	71,036.29

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

EXHIBIT "A" RES NO. 22-122

Voucher List Page: 12/01/2022 10:29:17AM CITY OF SAN FERNANDO

Bank code : Voucher Date Vendor PO # Description/Account Invoice Amount 12/1/2022 894295 TRAILERSPLUS TRPL42-31755 SEWER TRAILER MANDATED BY STATE 12825 072-360-0000-4500 6,577.10 Total: 6,577.10 1 Vouchers for bank code : bank3 Bank total : 6,577.10 1 Vouchers in this report Total vouchers : 6,577.10

Voucher Registers are not final until approved by Council.

EXHIBIT "A"
RES NO. 22-122
Page: 1

vchlist Voucher List
12/05/2022 1:41:04PM CITY OF SAN FERNANDO

 Bank code :
 bank3

 Youcher
 Date
 Vendor
 Invoice
 PO #
 Description/Account
 Amount

 29364
 12/5/2022
 102519 P.E.R.S.
 DEC 2022
 HEALTH INS. BENEFITS-DEC 2022

001-1160 157,506.17
Total: 157,506.17

 1 Vouchers for bank code:
 bank3

 1 Vouchers in this report
 Total vouchers:

 157,506.17

Voucher Registers are not final until approved by Council.

EXHIBIT "A"
RES NO. 22-122
Page: 1

 vchlist
 Voucher List

 12/06/2022
 12:25:39PM
 CITY OF SAN FERNANDO

Bank code : bank3

 Voucher
 Date
 Vendor
 Invoice
 PO #
 Description/Account
 Amount

 229365
 12/6/2022
 888134
 MOTOROLA SOLUTIONS, INC.
 8281497835
 SOFTWARE FOR 2 WAY RADIOS

 12797
 001-222-0000-4300
 227.04

 001-222-0000-4300
 23.27

 Total:
 250.71

1 Vouchers for bank code : bank3 Bank total : 250.31

1 Vouchers in this report Total vouchers: 250.31

Voucher Registers are not final until approved by Council.

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EXHIBIT "A"
RES NO. 22-122
Page: 1

vchlist 12/08/2022 9:10:44AM Voucher List CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
229366	12/8/2022	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - DECEMBER 20:	
					001-1160	2,177.97
					Total :	2,177.97
229367	12/8/2022	103648 CITY OF SAN FERNANDO	PR 12/9/22		REIMB FOR PAYROLL W/E 12/2/22	
					001-1003	579,434.27
					007-1003	2,733.70
					017-1003	78.37
					027-1003	2,489.47
					029-1003	2,690.98
					030-1003	2,108.35
					041-1003	7,565.66
					043-1003	23,326.58
					070-1003	57,761.88
					072-1003	15,753.11
					074-1003	376.00
					094-1003	1,059.91
					110-1003 Total :	2,449.29
					iotai:	697,827.57
229368	12/8/2022	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - DECEMBER 20	
					001-1160	176.22
					Total :	176.22
229369	12/8/2022	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - DECEMBER 20	
220000	12/0/2022	Second Been (Ben) Len Gran	52.11.115		001-1160	10,968.48
					Total:	10,968.48
						10,500.40
229370	12/8/2022	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - DECEMBEF	
					001-1160	4,523.62
					Total :	4,523.62
5	Vouchers fo	or bank code : bank3			Bank total :	715,673.86
5	Vouchers in	this report			Total vouchers :	715,673.86
5	Vouchers in	this report			Total vouchers :	715,67
					P	age:
					•	-g

vchlist 12/08/2022	9:10:44AM		Voucher List CITY OF SAN FERNANDO			Page: 2
Bank code :	bank3					
Voucher	Date Vend	dor	Invoice	PO #	Description/Account	Amount

Voucher Registers are not final until approved by Council.

1 Vouchers for bank code :

SPECIAL CHECK

EXHIBIT "A"
RES NO. 22-122
Page: 1

628.00

Bank total :

 vchlist
 Voucher List

 12/08/2022
 12:24:39PM
 CITY OF SAN FERNANDO

 Bank code :
 bank3

 Voucher
 Date
 Vendor
 Invoice
 PO #
 Description/Account
 Amount

 229371
 12/7/2022
 103533 VALLEY FAMILY CENTER
 FY22/23
 CIF FOR DOMESTIC VIOLENCE VICTIM 053-101-0101-4430
 628.00

 Total :
 628.00

1 Vouchers in this report Total vouchers : 628.00

Voucher Registers are not final until approved by Council.

EXHIBIT "A"
RES NO. 22-122
Page: 1

 vchlist
 Voucher List

 12/09/2022
 11:29:05AM
 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229372	12/9/2022	894150 MORA-ZAMORA, ERENDIRA	121022	12711	MUSIC ENTERTAINMENT FOR SENIOR 004-2380 Total:	1,200.00 1,200.00
	1 Vouchers fo	or bank code : bank3			Bank total :	1,200.00
	1 Vouchers in	this report			Total vouchers :	1,200.00

Voucher Registers are not final until approved by Council.

EXHIBIT "A"
RES NO. 22-122

vchlist 11/30/2022

11:31:42AM

Voucher List CITY OF SAN FERNANDO

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
229251	12/1/2022	100286 BAKER, BEVERLY	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	145.65 145.6 5
229252	12/1/2022	100916 DEIBEL, PAUL	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.9 4
229253	12/1/2022	101781 KISHITA, ROBERT	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	153.53 153.5 3
229254	12/1/2022	101926 LILES, RICHARD	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.9 4
229255	12/1/2022	102126 MARTINEZ, MIGUEL	22-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	570.78 570.78
229256	12/1/2022	891031 ORTEGA, JIMMIE	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.9 4
229257	12/1/2022	891032 OTREMBA, EUGENE	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	614.88 614.8 8
229258	12/1/2022	891354 RAMIREZ, ROSALINDA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	153.53 153.5 3
229259	12/1/2022	102940 RUIZ, RONALD	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total:	630.87 630.8 7
229260	12/1/2022	892782 TIGHE, DONNA	22-Dec		CALPERS HEALTH REIMB		553.01

vchlist 11/30/2022	11:31:42A	м	Voucher List CITY OF SAN FERNAI	NDO		Page:	2
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	An	nount
229260	12/1/2022	892782 TIGHE, DONNA	(Continued)				
					001-180-0000-4127		53.53
					Total :	1	53.53
10	Vouchers fo	or bank code : bank3			Bank total :	3,1	21.59
10	Vouchers in	this report			Total vouchers :	3,1	21.59

Voucher Registers are not final until approved by Council.

EXHIBIT "A"
RES NO. 22-122
Page: 1

vchlist 11/30/2022

11:51:53AM

Voucher List CITY OF SAN FERNANDO

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
229261	12/1/2022	100042 ABDALLAH, ALBERT	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,385.79 1,385.7 9
229262	12/1/2022	100091 AGORICHAS, JOHN	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.9 4
229263	12/1/2022	891039 AGUILAR, JESUS	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	456.06 456.0 6
229264	12/1/2022	100104 ALBA, ANTHONY	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	614.88 614.8 8
229265	12/1/2022	891011 APODACA-GRASS, ROBERTA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.9 4
229266	12/1/2022	100260 AVILA, FRANK	22-Dec		CALPERS HEALTH REIMB 041-180-0000-4127	Total :	1,290.56 1,290.5 6
229267	12/1/2022	100306 BARNARD, LARRY	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	770.00 770.0 0
229268	12/1/2022	100346 BELDEN, KENNETH M.	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,312.00 1,312.0 0
229269	12/1/2022	892233 BUZZELL, CAROL	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	145.68
229270	12/1/2022	891350 CALZADA, FRANK	22-Dec		CALPERS HEALTH REIMB		

vchlist 11/30/2022	11:51:53AM			Voucher List CITY OF SAN FERNANDO			Page: 2
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
229270	12/1/2022	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	Total :	440.30 440.30
229271	12/1/2022	100642 CASTRO, RICO	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,577.74 1,577.74
229272	12/1/2022	103816 CHAVEZ, ELENA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	630.87 630.87
229273	12/1/2022	100752 COLELLI, CHRISTIAN	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,722.43 1,722.43
229274	12/1/2022	891014 CREEKMORE, CASIMIRA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
229275	12/1/2022	893711 DAVIS, JAMES	22-Dec		CALPERS HEALTH REIMB 072-180-0000-4127	Total :	1,651.44 1,651.44
229276	12/1/2022	100925 DELGADO, RALPH	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	440.30 440.30
229277	12/1/2022	100960 DIEDIKER, VIRGINIA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
229278	12/1/2022	100996 DRAKE, JOYCE	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
229279	12/1/2022	100995 DRAKE, MICHAEL	22-Dec		CALPERS HEALTH REIMB 070-180-0000-4127		116.47

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RES NO. 22-122
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vchlist 11/30/2022 11:51:53AM Voucher List CITY OF SAN FERNANDO

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
229279	12/1/2022	100995 DRAKE, MICHAEL	(Continued)		072-180-0000-4127	Total :	116.47 232.94
229280	12/1/2022	100997 DRAPER, CHRISTOPHER	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,722.43 1,722.43
229281	12/1/2022	101044 ELEY, JEFFREY	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,745.00 1,745.00
229282	12/1/2022	891040 FISHKIN, RIVIAN	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	153.53 153.53
229283	12/1/2022	101178 FLORES, ADRIAN	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,410.74 1,410.74
229284	12/1/2022	101182 FLORES, MIGUEL	22-Dec		CALPERS HEALTH REIMB 043-180-0000-4127	Total :	1,410.74 1,410.74
229285	12/1/2022	892103 GAJDOS, BETTY	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	153.53 153.53
229286	12/1/2022	891351 GARCIA, DEBRA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,546.42 1,546.42
229287	12/1/2022	891067 GARCIA, NICOLAS	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total:	873.31 873.31
229288	12/1/2022	101281 GARIBAY, SAUL	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	.c.di .	2,469.54

 vchlist
 Voucher List
 Page:
 4

 11/30/2022
 11:51:53AM
 CITY OF SAN FERNANDO
 4

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
229288	12/1/2022	101281 GARIBAY, SAUL	(Continued)			Total :	2,469.54
229289	12/1/2022	101318 GLASGOW, KEVIN	22-Dec		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	1,722.43 1,722.4 3
000000	10/1/0000	004000 014000W DODEDT	00.0		CALPERS HEALTH REIMB		.,
229290	12/1/2022	891020 GLASGOW, ROBERT	22-Dec		001-180-0000-4127		312.00
					001 100 0000 1121	Total:	312.00
229291	12/1/2022	101333 GODINEZ, FRAZIER C.	22-Dec		CALPERS HEALTH REIMB		
					001-180-0000-4127		1,878.66
						Total :	1,878.66
229292	12/1/2022	101409 GUERRA, LAUREN E	22-Dec		CALPERS HEALTH REIMB 072-180-0000-4127		200.07
					0/2-180-0000-412/	Total :	630.87 630.87
229293	12/1/2022	891021 GUIZA, JENNIE	22-Dec		CALPERS HEALTH REIMB		
	12/1/2022	30.102.1 30.12 i, 02.11 ii.	22 500		001-180-0000-4127		232.94
						Total :	232.94
229294	12/1/2022	101415 GUTIERREZ, OSCAR	22-Dec		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	153.53 153.5 3
						iotai.	100.00
229295	12/1/2022	102896 GUZMAN, ROSA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127		630.87
					001 100 0000 1121	Total :	630.87
229296	12/1/2022	891352 HADEN, SUSANNA	22-Dec		CALPERS HEALTH REIMB		
					001-180-0000-4127		570.78
						Total :	570.78
229297	12/1/2022	101440 HALCON, ERNEST	22-Dec		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	1,312.00 1,312.0 0

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EXHIBIT "A" RES NO. 22-122

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vchlist 11/30/2022

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Voucher List CITY OF SAN FERNANDO

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
229298	12/1/2022	891918 HARTWELL, BRUCE	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	614.88 614.88
229299	12/1/2022	101465 HARVEY, DAVID	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	153.53 153.53
229300	12/1/2022	101466 HARVEY, DEVERY MICHAEL	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,124.00 1,124.00
229301	12/1/2022	101471 HASBUN, NAZRI A.	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	630.87 630.87
229302	12/1/2022	891023 HATFIELD, JAMES	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	614.88 614.88
229303	12/1/2022	892104 HERNANDEZ, ALFONSO	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,080.65 1,080.65
229304	12/1/2022	891024 HOOKER, RAYMOND	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
229305	12/1/2022	893616 HOUGH, LOIS	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	145.65 145.65
229306	12/1/2022	101597 IBRAHIM, SAMIR	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	456.06 456.0 6
229307	12/1/2022	101694 JACOBS, ROBERT	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127		770.00

vchlist 11/30/2022	11:51:53AM			Voucher List CITY OF SAN FERNANDO			Page: 6	
Bank code :	bank3							
Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
229307	12/1/2022	101694	101694 JACOBS, ROBERT	(Continue	ed)		Total :	770.00

Danii oodo i	barno						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
229307	12/1/2022	101694 101694 JACOBS, ROBERT	(Continued)			Total :	770.00
229308	12/1/2022	892105 KAHMANN, ERIC	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	456.06 456.06
229309	12/1/2022	101786 KLOTZSCHE, STEVEN	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	440.30 440.30
229310	12/1/2022	891866 KNIGHT, DONNA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	146.52 146.52
229311	12/1/2022	892929 LEWIS, WANDA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
229312	12/1/2022	891043 LIEBERMAN, LEONARD	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	153.53 153.53
229313	12/1/2022	101933 LITTLEFIELD, LESLEY	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
229314	12/1/2022	102045 LLAMAS-RIVERA, MARCOS	22-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,263.04 1,263.04
229315	12/1/2022	102059 MACK, MARSHALL	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	630.87 630.87
229316	12/1/2022	891010 MAERTZ, ALVIN	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	442.04 442.04

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RES NO. 22-122
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vchlist 11/30/2022 11:51:53AM

vchlist

Voucher List CITY OF SAN FERNANDO

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
229317	12/1/2022	888037 MARTINEZ, ALVARO	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,565.12 1,565.1 2
229318	12/1/2022	102206 MILLER, WILMA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.9 4
229319	12/1/2022	102212 MIRAMONTES, MONICA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,410.74 1,410.7 4
229320	12/1/2022	102232 MIURA, HOWARD	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
229321	12/1/2022	892106 MONTAN, EDWARD	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	145.65 145.6 5
229322	12/1/2022	102365 NAVARRO, RICARDO A	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	440.30 440.3 0
229323	12/1/2022	102473 ORDELHEIDE, ROBERT	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,615.36 1,615.3 6
229324	12/1/2022	102483 OROZCO, ELVIRA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	145.65 145.6 5
229325	12/1/2022	102486 ORSINI, TODD	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,191.57 2,191.5 7
229326	12/1/2022	102569 PARKS, ROBERT	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127		1,745.00

11/30/2022	11:51:53A	3AM CITY OF SAN FERNANDO					
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
229326	12/1/2022	102569 102569 PARKS, ROBERT	(Continued)		Total:	1,745.00
229327	12/1/2022	102580 PATINO, ARMANDO	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,745.00 1,745.0 0
229328	12/1/2022	102527 PISCITELLI, ANTHONY	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	440.30 440.30
229329	12/1/2022	891033 POLLOCK, CHRISTINE	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	312.00 312.00
229330	12/1/2022	102735 QUINONEZ, MARIA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,290.56 1,290.5 6
229331	12/1/2022	891034 RAMSEY, JAMES	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	698.71 698.71
229332	12/1/2022	102864 RIVETTI, DOMINICK	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	770.00 770.00
229333	12/1/2022	102936 RUELAS, MARCO	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,546.42 1,546.42
229334	12/1/2022	891044 RUSSUM, LINDA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	153.53 153.5 3
229335	12/1/2022	103005 SALAZAR, TONY	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,410.74 1,410.74

Voucher List

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vchlist Voucher List 11/30/2022 11:51:53AM CITY OF SAN FERNANDO

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
229336	12/1/2022	103118 SENDA, OCTAVIO	22-Dec		CALPERS HEALTH REIMB 043-180-0000-4127	Total :	1,878.66 1,878.6 6
229337	12/1/2022	892107 SHANAHAN, MARK	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	456.06 456.0 6
229338	12/1/2022	891035 SHERWOOD, NINA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.9 4
229339	12/1/2022	103175 SKOBIN, ROMELIA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,080.65 1,080.6 5
229340	12/1/2022	893677 SOLIS, MARGARITA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,187.26 1,187.2 6
229341	12/1/2022	103220 SOMERVILLE, MICHAEL	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,401.00 1,401.0 0
229342	12/1/2022	103394 TORRES, RACHEL	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.9 4
229343	12/1/2022	889588 UFANO, VIRGINIA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	153.53 153.5 3
229344	12/1/2022	103516 VAIRO, ANTHONY	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,326.00 1,326.0 0
229345	12/1/2022	888417 VALDIVIA, LAURA	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127		232.94

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
229345	12/1/2022	888417 VALDIVIA, LAURA	(Continued)	1		Total:	232.94
229346	12/1/2022	103550 VANICEK, JAMES	22-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,290.56 1,290.5 6
229347	12/1/2022	103562 VASQUEZ, JOEL	22-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,745.00 1,745.0 0
229348	12/1/2022	888562 VILLALPANDO, SEBASTIAN FRANK	22-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	873.31 873.3 1
229349	12/1/2022	103692 VILLALVA, FRANCISCO	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,878.66 1,878.6 6
229350	12/1/2022	891038 WAITE, CURTIS	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	614.88 614.8 8
229351	12/1/2022	103612 WALKER, MICHAEL	22-Dec		CALPERS HEALTH REIMB 027-180-0000-4127	Total :	204.11 204.1 1
229352	12/1/2022	103620 WARREN, DALE	22-Dec		CALPERS HEALTH REIMB 072-180-0000-4127	Total :	153.53 153.5 3
229353	12/1/2022	891036 WATT, DAVID	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	614.88 614.88
229354	12/1/2022	893690 WATTS, STEVE M.	22-Dec		CALPERS HEALTH REIMB 072-180-0000-4127	Total :	1,290.56 1,290.5 6

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Voucher List CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229355	12/1/2022	891037 WEBB, NANCY	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 Total: 232.94
229356	12/1/2022	103643 WEDDING, JEROME	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	614.88 Total : 614.88
229357	12/1/2022	103727 WYSBEEK, DOUDE	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 Total : 232.94
229358	12/1/2022	103737 YNIGUEZ, LEONARD	22-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	133.45 Total: 133.45
9	8 Vouchers fo	or bank code : bank3			Bank	total: 78,740.89
91	8 Vouchers in	this report			Total vouc	hers: 78,740.89

Voucher Registers are not final until approved by Council.

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RESOLUTION NO. 23-011

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. 23-011

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 3rd day of January 2023.

ATTEST:	Celeste T. Rodriguez, Mayor of the City of San Fernando, California
 Julia Fritz, City Clerk	

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 23-011, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 3 rd day of January, 2023, by the following vote of the City Council:
AYES:
NAYS:
ABSENT:
ABSTAINED:
IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the City of San Fernando, California, this day of,,
Julia Fritz, City Clerk

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RES. NO. 23-011

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 Voucher List

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 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
229631	1/3/2023	891587 ABLE MAILING INC.	36896		MAILING AND FULFILLMENT SERVICES	
				12682	072-360-0000-4300	89.90
				12682	070-382-0000-4300	89.90
			36897		WATER ENVELOPE STORAGE-NOV 202	
					072-360-0000-4300 070-382-0000-4300	12.50 12.50
					070-362-0000-4300 Total :	204.80
229632	1/3/2023	887377 AKEMON, DOLORES	DEC 2022		COMMISSIONER'S STIPEND	
229032	1/3/2023	667377 AREMON, DOLORES	DEC 2022		001-310-0000-4111	75.00
					Total :	75.00 75.0 0
229633	1/3/2023	889043 ALADIN JUMPERS	10619		CITY EVENT PARTY RENTAL SUPPLIES	
229033	1/3/2023	669043 ALADIN JUMPERS	10019	12826	001-424-0000-4260	2,879.00
			10846	12020	CITY EVENT PARTY RENTAL SUPPLIES	2,070.00
			10010	12826	001-424-0000-4260	2,477.00
					Total :	5,356.00
229634	1/3/2023	894078 AMERICAN BUSINESS BANK	P8		5% RETENTION HELD-SF PARK INFILTF	
					010-2037	34,928.40
					Total :	34,928.40
229635	1/3/2023	100191 ANGELES SHOOTING RANGE	11305		SHOOTING RANGE TRAINING-11/09/22	
					001-225-0000-4360	100.00
					Total:	100.00
229636	1/3/2023	100222 ARROYO BUILDING MATERIALS, INC	113022		MISC. HARDWARE SUPPLIES & U-CAR	
				12806	070-384-0000-4330	11.02
			277731		MISC. HARDWARE SUPPLIES & U-CAR	
				12806	070-384-0000-4330	199.55
					Total :	210.57
229637	1/3/2023	102530 AT & T	818-270-2203		PD NETWORK LINE	
					001-222-0000-4220	222.06
					Total:	222.06

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
229638	1/3/2023	889037 AT&T MOBILITY	287277903027X1208202		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220 Total :	101.19 101.1 9
229639	1/3/2023	892412 AT&T MOBILITY	287297930559X1210202		MDT MODEMS-PD UNITS (NOV'22) 001-222-0000-4220 Total :	927.99 927.9 9
229640	1/3/2023	889942 ATHENS SERVICES	13423756	12725	STREET SWEEPING SERVICES-DEC 20 011-311-0000-4260 Total :	17,443.40 17,443.4 0
229641	1/3/2023	893176 AUTOZONE STORE 5681	5681597777		VEHICLE MAINT-PD4444 041-320-0225-4400 Total :	59.34 59.34
229642	1/3/2023	892426 BEARCOM	5478356	12693	DEC"22-MAINTENANCE AGREEMENT F 001-135-0000-4260 Total :	12,191.39 12,191.3 9
229643	1/3/2023	888800 BUSINESS CARD	120122 120122		RECHARGABLE LIGHTS 001-424-0000-4300 RGSTR-EDU CODE CONF 001-140-0000-4360	132.24 900.00
			120222 120222		CHIPS 004-2391 CITY EMAIL-DEC 2022	23.29
			120522		001-135-0000-4260 SURGE PROTECTOR 001-105-0000-4300	1,681.37 24.23
			120522 120522		PUBLIC HEALTH PERMIT-TREE LIGHTII 001-424-0000-4260 AIRFARE-EDU CONFERENCE	2,418.53
			120522	12727	001-140-0000-4360 PORTABLE RESTROOM SERVS FOR SI 001-424-0000-4260	250.00 1,057.00
			120522-2	12121	TONER COLLECTOR UNIT	1,057.00

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229655

1/3/2023 894297 ELEMENT ONTARIO

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
229643	1/3/2023	888800 BUSINESS CARD	(Continued)			
					001-101-0000-4300	11.64
					001-105-0000-4300	11.63
					001-115-0000-4300	11.63
			120722		BUDGET AWARD APPLICATION FEE	
					001-130-0000-4370	445.00
			120822		FLOOR CLEANER	
					001-423-0000-4300	222.00
			120822		REGISTRATION-PW TRAINING	
					001-310-0000-4360	360.00
			120922		FRAMES	
					001-101-0000-4300	92.05
			121222		ODOR ELIMINATOR	
					001-106-0000-4300	33.02
			121222		PRINTER RIBBON	
					001-106-0000-4300	205.03
			121222		REISTRATION WORKSHOP	
					001-310-0000-4360	115.00
			121422		CC MTG-CAKE & CUPCAKES	
					001-101-0000-4300	97.32
			121522		BUSINESS CARDS	
					070-381-0000-4300	40.95
					001-101-0000-4300	104.38
			121622		SPACE HEATER	
					001-101-0000-4300	25.35
					Total :	8,261.66
229644	1/3/2023	894010 CHARTER COMMUNICATIONS	0283057120522		LP PARK CABLE-12/05/22-01/04/23	
					001-420-0000-4260	258.94
			10328120522		CITY HALL CABLE - 12/05-01/04	
					001-190-0000-4220	162.75
					Total:	421.69
229645	1/3/2023	101957 CITY OF LOS ANGELES, FIRE DEPT	SF230000007		FIRE SERVICES - JAN 2023	
		,			001-500-0000-4260	257.072.99
					Total :	257,072.99

Bank code : bank3 Voucher Date Vendor PO # Amount 1/3/2023 103029 CITY OF SAN FERNANDO REIMB. TO WORKER'S COMP ACCT 229646 4982-5032 006-1038 29,644.68 29,644.68 COPY PAPER 229647 1/3/2023 893824 COMPLETE OFFICE 4007080-0 001-222-0000-4300 429.42 TESTING MATERIALS-MANAGEMENT A 229648 1/3/2023 100491 CPS HR CONSULTING TR-INV001342 001-106-0000-4270 454.30 454.30 1/3/2023 888951 DOMINGUEZ, WALTER PER DIEM-SUPERVISORY LEADERSHIF 229649 TRAVEL-5 001-225-0000-4360 Total · 135.00 229650 1/3/2023 101152 DUARTE, JULIE REIMB. GIFT BASKET-CITY MANAGERS' ASSOC 001-105-0000-4300 Total · 69.46 229651 1/3/2023 894297 ELEMENT ONTARIO TRAVEL-6 LODGING-BASIC CANINE HANDLER'S (001-225-0000-4360 549.94 Total: 549.94 229652 1/3/2023 894297 ELEMENT ONTARIO TRAVEL-2 LODGING-BASIC CANINE HANDLER'S (001-225-0000-4360 546.94 Total: 546.94 229653 1/3/2023 894297 ELEMENT ONTARIO TRAVEL-3 LODGING-BASIC CANINE HANDLER'S (001-225-0000-4360 546.94 Total: 546.94 229654 1/3/2023 894297 ELEMENT ONTARIO TRAVEL-4 LODGING-BASIC CANINE HANDLER'S (001-225-0000-4360 546.94 546.94 Total:

TRAVEL-5

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CITY OF SAN FERNANDO

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001-225-0000-4360

546.94

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1/3/2023 892118 JOHN ROBINSON CONSULTING, INC.

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 CITY OF SAN FERNANDO

Voucher Date 229655 1/3/20 229656 1/3/20	023 894297 894297 ELEMENT ONTARIO	(Continued) 209-150-0250-081292 209-150-5145-010598 209-151-4941-102990 209-151-4942-041191 209-151-4943-081292 818-361-0901-051499 818-361-2385-012309	PO#	Description/Account Total: RADIO REPEATER (POLICE) 001-222-0000-4220 PAC 50 TO SHERIFFS 001-222-0000-4220 POLICE PAGING 001-222-0000-4220 CITY YARD AUTO DIALER 070-384-0000-4220 RADIO REPEATER (POLICE) 001-222-0000-4220 SEWER FLOW MONITOR	Amount 546.94 46.51 567.60 42.32 60.58 46.51
		209-150-0250-081292 209-150-5145-010598 209-151-4941-102990 209-151-4942-041191 209-151-4943-081292 818-361-0901-051499		RADIO REPEATER (POLICE) 001-222-0000-4220 PAC 50 TO SHERIFFS 001-222-0000-4220 POLICE PAGING 001-222-0000-4220 CITY YARD AUTO DIALER 070-384-0000-4220 RADIO REPEATER (POLICE) 001-222-0000-4220	46.51 567.60 42.32 60.58
229656 1/3/20	923 892198 FRONTIER COMMUNICATIONS	209-150-5145-010598 209-151-4941-102990 209-151-4942-041191 209-151-4943-081292 818-361-0901-051499		001-222-0000-4220 PAC 50 TO SHERIFFS 001-222-0000-4220 POLICE PAGING 001-222-0000-4220 CITY YARD AUTO DIALER 070-384-0000-4220 RADIO REPEATER (POLICE) 001-222-0000-4220	567.60 42.32 60.58
		209-151-4941-102990 209-151-4942-041191 209-151-4943-081292 818-361-0901-051499		PAC 50 TO SHERIFFS 001-222-0000-4220 POLICE PAGING 001-222-0000-4220 CITY YARD AUTO DIALER 070-384-0000-4220 RADIO REPEATER (POLICE) 001-222-0000-4220	567.60 42.32 60.58
		209-151-4941-102990 209-151-4942-041191 209-151-4943-081292 818-361-0901-051499		001-222-0000-4220 POLICE PAGING 001-222-0000-4220 CITY YARD AUTO DIALER 070-384-0000-4220 RADIO REPEATER (POLICE) 001-222-0000-4220	42.32 60.58
		209-151-4942-041191 209-151-4943-081292 818-361-0901-051499		POLICE PAGING 001-222-0000-4220 CITY YARD AUTO DIALER 070-384-0000-4220 RADIO REPEATER (POLICE) 001-222-0000-4220	42.32 60.58
		209-151-4942-041191 209-151-4943-081292 818-361-0901-051499		001-222-0000-4220 CITY YARD AUTO DIALER 070-384-0000-4220 RADIO REPEATER (POLICE) 001-222-0000-4220	60.58
		209-151-4943-081292 818-361-0901-051499		CITY YARD AUTO DIALER 070-384-0000-4220 RADIO REPEATER (POLICE) 001-222-0000-4220	60.58
		209-151-4943-081292 818-361-0901-051499		070-384-0000-4220 RADIO REPEATER (POLICE) 001-222-0000-4220	
		818-361-0901-051499		RADIO REPEATER (POLICE) 001-222-0000-4220	
		818-361-0901-051499		001-222-0000-4220	46.51
					46.51
				SEWER FLOW MONITOR	
		818-361-2385-012309			
		818-361-2385-012309		072-360-0000-4220	56.97
				MTA & CREDIT CARD PHONE LINE	50.40
				007-440-0441-4220 001-190-0000-4220	56.19 112.37
		818-361-2472-031415		PW PHONE LINE	112.37
		818-301-2472-031415		070-384-0000-4220	580.91
		818-361-3958-091407		CNG STATION	360.91
		010-301-3330-031407		074-320-0000-4220	53.15
		818-361-7825-120512		RUDY ORTEGA PARK IRRIGATION SYS	00.10
		010-001-1020-120012		001-420-0000-4220	57.28
		818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE	01.20
				001-222-0000-4220	61.35
		818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE	
				001-222-0000-4220	43.40
		818-898-7385-033105		LP FAX LINE	
				001-420-0000-4220	33.51
				Total:	1,818.65
229657 1/3/20	23 892603 GARCIA, WENCESLAO	833447		SENIOR TRIP REFUND (RENO)	
				004-2383	230.00
		833448		SENIOR TRIP REFUND (RENO)	
				004-2383	240.00
				Total :	470.00

Bank code : bank3 Voucher Date Vendor PO # Amount 1/3/2023 101376 GRAINGER, INC. MISC. SUPPLIES FOR FACILITIES & TR. 229658 9536381529 001-370-0000-4300 12761 246.41 9537618929 MISC. SUPPLIES FOR FACILITIES & TR. 12761 712.45 043-390-0000-4300 Total : 958.86 1/3/2023 893344 GRAND ELECTRICAL SUPPLY MATL'S FOR HERITAGE PARK 229659 200839 043-390-0000-4300 16.54 Total : 16.54 1/3/2023 894226 GUILLEN, YASMIN REIMB. ICE FOR SENIOR CLUB EVENT 229660 004-2380 71.55 229661 1/3/2023 892445 GWMA HTU-21-49 ADMIN & COST SHARING-INSTALL OF 001-310-0000-4270 631.16 631.16 IMSA ID: 118236 2023 MEMBERSHIP DUES 229662 1/3/2023 101593 I.M.S.A. 043-390-0000-4360 100.00 IMSA ID: 118236 CERTIFICATE RENEWAL 043-390-0000-4360 70.00 Total : 170.00 229663 1/3/2023 887952 J. Z. LAWNMOWER SHOP 26539 SMALL EQUIPMENT REPAIR 001-311-0000-4300 200.44 12800 SMALL EQUIPMENT REPAIR 001-311-0000-4300 26541 102.01 12800 26542 SMALL EQUIPMENT REPAIR 49.00 12800 001-311-0000-4300 26543 SMALL EQUIPMENT REPAIR 12800 043-390-0000-4300 82.46 433.91

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CITY OF SAN FERNANDO

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229665	1/3/2023	893885 JOHNNY ALLEN TENNIS ACADEMY	DEC 2022		SERVICES FOR TENNIS PROGRAM	
				12703	017-420-1327-4260	273.00
					Total :	273.00
229666	1/3/2023	102387 K.R. NIDA CORPORATION	3002543		INSTALL CRADLE POINT ROUTERS & A	
				12709	010-225-3698-4500	6,300.00
					010-225-3698-4500	92.25
					Total :	6,392.25
229667	1/3/2023	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN	
					070-384-0000-4210	140.39
			500-750-1000		ELECTRIC-13655 FOOTHILL	
					070-384-0000-4210	190.53
			594-750-1000		ELECTRIC-12900 DRONFIELD 070-384-0000-4210	2.718.29
			657-750-1000		ELECTRIC - 14060 SAYRE	2,716.29
			037-730-1000		070-384-0000-4210	1.705.79
					Total :	4,755.00
229668	1/3/2023	101852 LARRY & JOE'S PLUMBING	2246501-0001-02		MATL'S FOR WATER FILLING STATION	
					043-390-0000-4300	60.70
					Total :	60.70
229669	1/3/2023	101974 LOS ANGELES COUNTY	NOV 2022		ANIMAL CARE & CONTROL SERVICES	
				12817	001-190-0000-4260	6,336.87
					Total :	6,336.87
229670	1/3/2023	892477 LOWES	9747-01280		SMALL TOOLS	
					043-390-0000-4300	93.68
			9747-01340		HOLIDAY TREE	
					001-311-0000-4300	48.36
			9747-01344		HOLIDAY TREE	
					001-311-0000-4300	282.87
			9747-01377		HOLIDAY TREE	
			0747 04400		001-311-0000-4300	58.08
			9747-01482		MATL'S FOR FENCE REPAIR-501 1ST 043-390-0000-4300	132.41
					043-330-0000-4300	132.41

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
229670	1/3/2023	892477 LOWES	(Continued) 9747-02849		MATL'S FOR HOLIDAY TREE 030-341-0000-4300 Total :	86.6 702.0
229671	1/3/2023	888468 MAJOR METROPOLITAN SECURITY	2880	12710	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 Total :	275.0 275.0
229672	1/3/2023	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220 Total :	35.9 35.9
229673	1/3/2023	893200 MCKESSON MEDICAL-SURGICAL	20093795		MEDICATION 001-225-0000-4350 Total :	45.2 45.2
229674	1/3/2023	102226 MISSION LINEN SUPPLY	518333183 518333192 518333208	12685 12685	LAUNDRY SERVICE FOR PD 001-225-0000-4350 LAUNDRY SERVICE FOR PD 001-225-0000-4350 LAUNDRY SERVICE FOR PD	183.5 183.5
			518333233	12685 12685	001-225-0000-4350 LAUNDRY SERVICE FOR PD 001-225-0000-4350	184.8 183.5
			518338551 518382678	12685	LAUNDRY SERVICE FOR PD 001-225-0000-4350 LAUNDRY SERVICE FOR PD	248.1
			310002070	12685	001-225-0000-4350 Total :	275.1- 1,258.9
229675	1/3/2023	893343 MOHR, NICOLE	DEC 2022		COMMISSIONER'S STIPEND 001-310-0000-4111	75.0 75.0
229676	1/3/2023	893803 MORAN, IVAN	TRAVEL-23		PER DIEM-POLICE ACADEMY TRAINING 001-225-0000-4360	180.0

EXHIBIT "A" RES. NO. 23-011

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 Voucher List

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 CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
229676	1/3/2023	893803 MORAN, IVAN	(Continued)			
			TRAVEL-24		PER DIEM-POLICE ACADEMY TRAINING	
					001-225-0000-4360	180.00
			TRAVEL-25		PER DIEM-POLICE ACADEMY TRAINING	
					001-225-0000-4360	180.00
					Total :	540.00
229677	1/3/2023	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD	
					001-225-0000-4270	300.66
			TRAVEL-2		PER DIEM-BASIC CANINE HANDLER'S	
					001-225-0000-4360	225.00
			TRAVEL-3		PER DIEM-BASIC CANINE HANDLER'S	
			TDAY/51 4		001-225-0000-4360	225.00
			TRAVEL-4		PER DIEM-BASIC CANINE HANDLER'S 001-225-0000-4360	225.00
			TRAVEL-5		PER DIEM-BASIC CANINE HANDLER'S	225.00
			TION EL-3		001-225-0000-4360	225.00
			TRAVEL-6		PER DIEM-BASIC CANINE HANDLER'S	220.00
					001-225-0000-4360	225.00
					Total:	1,425.66
229678	1/3/2023	102423 OCCU-MED, INC.	1222901		PRE-EMPLOYMENT PHYSICALS	
					001-106-0000-4260	1,016.00
					Total:	1,016.00
229679	1/3/2023	894100 ODP BUSINESS SOLUTIONS , LLC	278321652001		OFFICE SUPPLIES	
					001-222-0000-4300	32.39
			278322228001		OFFICE SUPPLIES	
					001-222-0000-4300	63.92
			278501757001		OFFICE SUPPLIES	
					001-222-0000-4300	43.50
			278686808001		OFFICE SUPPLIES	
			07000001001		070-384-0000-4300 OFFICE SUPPLIES	355.52
			278689394001		070-384-0000-4300	61.63
			278689400001		OFFICE SUPPLIES	01.03
			270003400001		070-384-0000-4300	28.65
						ige: 9

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229679	1/3/2023	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
		, , , , , , , , , , , , , , , , , , , ,	278806545001		OFFICE SUPPLIES	
			27 00000 1000 1		070-381-0000-4300	63.95
			278930289001		OFFICE SUPPLIES	00.00
			270300203001		001-222-0000-4300	134.30
			278973609001		OFFICE SUPPLIES	101.00
			2,00,00000		001-222-0000-4300	22.03
			278973612001		OFFICE SUPPLIES	22.00
			2,00,00,1200		001-222-0000-4300	49.84
			278973613001		OFFICE SUPPLIES	10.0
			21 001 00 1000 1		001-222-0000-4300	9.91
			279014776001		OFFICE SUPPLIES	0.0
			210011110001		001-370-0000-4300	39.24
			279015895001		OFFICE SUPPLIES	00.2
			27 00 1000000 1		001-370-0000-4300	38.23
			279555789001		OFFICE SUPPLIES	00.20
			2,0000,0000		001-423-0000-4300	128.26
			279555790001		OFFICE SUPPLIES	120.20
			2,0000,0000		001-423-0000-4300	102.27
			279723956001		OFFICE SUPPLIES	102.21
			27372030001		001-222-0000-4300	83.35
			279728884001		OFFICE SUPPLIES	00.00
			273720004001		001-222-0000-4300	11.01
			280715175001		OFFICE SUPPLIES	11.01
			2007 1017 000 1		001-222-0000-4300	23.08
			280722502001		OFFICE SUPPLIES	20.00
			20072200200		001-222-0000-4300	80.13
					Total:	1,371.21
229680	1/3/2023	890095 O'REILLY AUTOMOTIVE STORES INC	4005 474000		VEHICLE CERV MAINT & REPAIR DAD	
229000	1/3/2023	690095 OREILLY AUTOMOTIVE STORES INC	4605-474002	10751	VEHICLE SERV., MAINT. & REPAIR PAR	40.04
				12754	070-383-0000-4400	-10.00
			4605-474586	10751	VEHICLE SERV., MAINT. & REPAIR PAR	c
				12754	070-383-0000-4400	25.35
			4605-481050		VEHICLE SERV., MAINT. & REPAIR PAR	
				12754	070-383-0000-4400	44.08
			4605-495601		VEHICLE SERV., MAINT. & REPAIR PAR	
				12754	041-320-0225-4400	6.38

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	D-4-	Mandan	Invoice		PO#	Description/Account		Amoun
oucher 229680	1/3/2023	Vendor 890095 890095 O'REILLY AUTOMOTIVE STO		(Continued)	PU#	Description/Account	Total :	65.8
229000	1/3/2023	690095 OREILLI AUTOMOTIVE STO	JKES INC	(Continued)			iolai .	05.0
229681	1/3/2023	893984 ORTEGA, ADAN	JULY-D	EC 2022		MWD REPRESENTATIVE STIPE	ND (JUL	
						001-101-0000-4111		1,500.00
							Total :	1,500.00
229682	1/3/2023	894305 ORTIZ, ERNESTO	REIMB.			SUPPLIES-HOLIDAY TREE LIGH	ITING	
						001-424-0000-4300		8.21
							Total :	8.21
229683	1/3/2023	102568 PARKHOUSE TIRE, INC.	401018	5633		VEHICLE MAINT-WA7218		
						070-381-0000-4400		690.88
							Total :	690.88
229684	1/3/2023	893665 PASCO DOORS	96403			DOOR REPAIR - LP PARK		
						043-390-0000-4330		454.30
							Total :	454.30
229685	29685 1/3/2023 88954	889545 PEREZ, MARIBEL	REIMB.			PROGRAM SUPPLIES		
		,				001-420-0000-4300		3.26
						001-423-0000-4300		5.40
							Total :	8.66
229686	1/3/2023	102688 PROFESSIONAL PRINTING CENTERS	20641			PRINTING SERVICES		
					12721	001-424-0000-4260		148.84
			20700			PRINTING SERVICES		
			20765		12721	001-420-0000-4300 PRINTING SERVICES		517.07
			20765		12721	001-424-0000-4260		2,304.23
			20821		12121	PRINTING SERVICES		2,004.20
					12721	001-222-0000-4300		54.02
			20852			PRINTING SERVICES		
					12721	070-382-0000-4300		239.24
			20867		12721	072-360-0000-4300 PRINTING SERVICES		239.25
			20007		12721	070-382-0000-4300		549.87
					12721	072-360-0000-4300		549.87

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229686	1/3/2023	102688 PROFESSIONAL PRIN	TING CENTERS (Continued)		Total:	4,602.39
229687	1/3/2023	890004 PTS	2097865		PD PAY PHONE-JAN 2023 001-190-0000-4220 Total :	65.64 65.64
229688	1/3/2023	102704 PUBLIC SECTOR EXCELLENCE	011023		TRAINING REGISTRATION 001-422-0000-4360 Total :	115.00 115.00
229689	1/3/2023	102738 QUINTERO ESCAMILLA, VIOLETA	DEC 2022	12689	SENIOR MUSIC CLASS INSTRUCTOR 017-420-1323-4260 Total :	300.00 300.00
229690	1/3/2023	889417 SAN GABRIEL VALLEY COUNCIL	SGV-ULAR-23-11	12830	REIMB. TO SAN GABRIEL VALLEY OF G 001-310-0000-4270 Total :	7,214.00 7,214.00
229691	1/3/2023	103184 SMART & FINAL	0044 0214		SUPPLIES-CALLE VERDES EVENT 001-310-0000-4300 SUPPLIES-CALLE VERDES EVENT 001-310-0000-4300	58.03 65.54
			0215 0216		SUPPLIES-SENIOR CLUB 004-2346 SUPPLIES-SENIOR CLUB DANCE	10.99
			0236		004-2380 SUPPLIES-WINTER CAMP ACTIVITIES 017-420-1399-4300	73.21 207.92
			0276		SUPPLIES- SENIOR CLUB DANCE 004-2380	208.95
			0286		TBC HOLIDAY DECORATIONS	
			0321		004-2391 SENIOR CLUB REFRESHMENTS 004-2346 Total:	37.82 193.98 856.44
229692	1/3/2023	103202 SOUTHERN CALIFORNIA EDISON C	O. 700136176526		ELECTRIC - METER FOR MALL-MACLA' 030-341-0000-4210	87.82

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/oucher	Date	Vendor	Invoice	PO#	Description/Account	Amoun
229692	1/3/2023	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
			700224888278		ELECTRIC-801 EIGHTH	
					043-390-0000-4210	0.2
			700301226571		ELECTRIC - 1117 SECOND	
					043-390-0000-4210	38.2
			700360580265		ELECTRIC - 910 FIRST	
					043-390-0000-4210	6,046.22
			700363532503		ELECTRIC - 117 MACNEIL	
					043-390-0000-4210	6,374.56
			700577150347		ELECTRIC - 190 PARK	
					027-344-0000-4210	1,012.39
					Total:	13,559.43
229693	1/3/2023	893935 STAGE PLUS INC	352922-1		STAGE AND SOUND FOR SPECIAL EVE	
				12729	001-424-0000-4260	6,228.00
			353522-1	12120	STAGE AND SOUND FOR SPECIAL EVE	0,220.00
				12729	001-424-0000-4260	6,228.00
			353822-1		STAGE AND SOUND FOR SPECIAL EVE	-,
				12729	001-424-0000-4260	7,956.00
					Total:	20,412.00
229694	1/3/2023	103251 STANLEY PEST CONTROL	516362		PEST EXTERMINATION FOR ALL CITY F	
223034	17072020	100201 GIANCETT EGT GONTNOE	010002	12773	043-390-0000-4330	94.00
			516369	12770	PEST EXTERMINATION FOR ALL CITY F	34.00
			010003	12773	043-390-0000-4330	135.00
			516371	12770	PEST EXTERMINATION FOR ALL CITY F	100.00
			0.007.	12773	043-390-0000-4330	55.00
			516372		PEST EXTERMINATION FOR ALL CITY F	
				12773	043-390-0000-4330	95.00
			516373		PEST EXTERMINATION FOR ALL CITY F	
				12773	043-390-0000-4330	85.00
			516374		PEST EXTERMINATION FOR ALL CITY F	
				12773	043-390-0000-4330	85.00
					Total :	549.00
229695	1/3/2023	894275 STAPLES, INC.	8068555911		COPY PAPER	
223030	17072020	004270 0174 220, 1140.	0000000011		001-190-0000-4300	730.19
					3350-0000-1000	700.13

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amoun
229695	1/3/2023	894275	894275 STAPLES, INC.	(Continued)		Total :	730.1
229696	1/3/2023	100532 ST	TATE OF CALIFORNIA, DEPARTME	NT OF JU! 620705		DOJ LIVESCAN FINGERPRINTING-NOV	
					12714	004-2386	2,353.0
				622628		FINGERPRINTS - NOV 2022	
						001-106-0000-4270	96.0
						Total :	2,449.0
229697	1/3/2023	103305 TA	B PRODUCTS CO.	INV000028497		DR FOLDERS FOR 2023	
					12786	001-222-0000-4300	736.8
						001-222-0000-4300	75.5
						Total :	812.3
229698	1/3/2023	103205 TH	IE GAS COMPANY	042-320-6900-7		GAS - 910 FIRST	
						043-390-0000-4210	217.8
				084-220-3249-3		GAS - 505 S HUNTINGTON	
						043-390-0000-4210	507.9
				088-520-6400-8		GAS - 117 MACNEIL	
						043-390-0000-4210	318.6
				090-620-6400-2		GAS - VARIOUS LOCATIONS	
						070-381-0000-4210	84.6
						072-360-0000-4210	84.6
						043-390-0000-4210	169.2
				143-287-8131-6		GAS - 208 PARK 043-390-0000-4210	535.5
				162-020-7432-0		GAS-828 HARDING	535.5
				102-020-7432-0		043-390-0000-4210	0.5
						Total :	1,919.1
220000	4/2/2022	000047 TI	HE WALKING MAN, INC.	F2725		MILE RUN STREET CLOSURE DISTRIB	
229699	1/3/2023	090017 11	IE WALKING WAN, INC.	F2725		110-420-3748-4260	850.0
						Total :	850.0
000700	4 10 100000						
229700	1/3/2023	103413 TR	RANS UNION LLC	11204320		CREDIT CHECKS	
						001-222-0000-4270	85.00
						Total :	85.0
229701	1/3/2023	890998 TR	RUJILLO, RODOLFO	DEC 2022		COMMISSIONER'S STIPEND	
229701	1/3/2023	890998 TR	KUJILLO, KODOLFO	DEC 2022		COMMISSIONER'S STIPEND	

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Bank code :	bank3					
oucher/	Date	Vendor	Invoice	PO #	Description/Account	Amoun
229701	1/3/2023	890998 TRUJILLO, RODOLFO	(Continued)			
					001-310-0000-4111	75.00
					Total :	75.00
29702	1/3/2023	103463 U.S. POSTMASTER	DEC 2022		POSTAGE - DEC UTILITY BILLS	
					070-382-0000-4300	576.1
					072-360-0000-4300	576.14
					Total :	1,152.29
29703	1/3/2023	103463 U.S. POSTMASTER	64		PERMIT NO.64 RENEWAL FEE	
					070-382-0000-4300	137.50
					072-360-0000-4300	137.50
					Total :	275.00
29704	1/3/2023	893740 UTILITY SYSTEMS SCIENCE &	COSF_11/09-12/08		WASTEWATER FLOW MONITORING & §	
			=	12753	072-360-0000-4260	770.00
					Total :	770.00
29705	1/3/2023	892794 VENEGAS, JULIAN	REIMB.		SUPPLIES FOR SPECIAL EVENT	
20.00	17072020	, ,,,,,,,,,,,,,,,,,,,,,,,,,,			001-424-0000-4300	119.0
					Total:	119.01
29706	1/3/2023	889644 VERIZON BUSINESS	7116461		CITY HALL LONG DISTANCE	
20.00	17072020	VERIZON BOOMEOU	7110401		001-190-0000-4220	53.69
			7116462		CITY YARD LONG DISTANCE	00.00
			1110102		070-384-0000-4220	16.1
			7116463		CITY HALL LONG DISTANCE	
					001-190-0000-4220	26.85
			7116464		POLICE LONG DISTANCE	
					001-222-0000-4220	124.64
			7116465		CITY YARD LONG DISTANCE	
					070-384-0000-4220	10.74
			7116466		PARKS LONG DISTANCE	
					001-420-0000-4220	16.37
			7117003		PW LONG DISTANCE	
					001-310-0000-4220	5.50
			7117014		CITY HALL LINES	
						age: 15

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229706	1/3/2023	889644 VERIZON BUSINESS	(Continued)			
					001-190-0000-4220	59.06
					Total :	312.96
229707	1/3/2023	100101 VERIZON WIRELESS-LA	9922551958		VARIOUS CELL PHONE PLANS	
					072-360-0000-4220	50.14
					001-101-0102-4220	50.14
					001-101-0108-4220	50.85
					001-105-0000-4220	54.64
					Total :	205.77
229708	1/3/2023	103603 VULCAN MATERIALS COMPANY	73500618		BASE & COLD MIX FOR UTILITY TRENC	
				12779	072-360-0000-4300	500.00
				12779	070-383-0000-4310	1,862.81
					Total :	2,362.81
229709	1/3/2023	892712 WES KUYKENDALL PHOTOGRAPHY	011		PHOTOGRAPHY SRVSTREE LIGHTING	
		ODEN TE WEST OF THE TEST OF TH			001-424-0000-4260	600.00
					Total :	600.00
229710	1/3/2023	891531 WILLDAN ENGINEERING	00337049		ON-CALL ENGINEERING SERVICES	
2207.10	17072020	OF TOO T WILLDAM ENGINEER MITO	00007010	12814	001-310-0000-4270	910.00
			00337050	.20	ON-CALL ENGINEERING SERVICES	0.0.00
				12814	001-310-0000-4270	792.00
			00417999		ON-CALL ENGINEERING SERVICES	
				12814	024-311-0551-4600	755.00
			00713647		CONTRACT PLANNER-AUG 2022	
				12838	001-150-0000-4270	8,814.75
					Total :	11,271.75
229711	1/3/2023	892023 WINDSTREAM	75344052		PHONE SERVICES-12/18/22-01/17/23	
					001-222-0000-4220	1,349.35
					001-420-0000-4220	810.04
					070-384-0000-4220	885.99
					001-190-0000-4220	1,555.01
					Total :	4,600.39

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229712	1/3/2023	893867 YOUTH EVOLUTION ACTIVITIES	DEC 2022		BASKETBALL AND SOCCER CLINICS	
				12704	017-420-1332-4260	343.50
				12704	026-420-0887-4260	27.50
					Total :	371.00
82	2 Vouchers fo	or bank code : bank3			Bank total :	493,547.97
82	2 Vouchers in	this report			Total vouchers :	493,547.97

Voucher Registers are not final until approved by Council.

RESOLUTION NO. 6212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE ISSUING OF WARRANTS PRIOR TO COUNCIL RATIFICATION DUE TO CANCELLATION OF REGULARLY SCHEDULED CITY COUNCIL MEETINGS

WHEREAS, warrants are not issued until ratification at Council meetings; and

WHEREAS, during certain months of the year, regularly scheduled Council meetings may be cancelled, causing extended periods of time between meetings; and

WHEREAS, this time lag may create undue hardship to those whom the City may owe funds.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Fernando, California, does hereby approve that regularly scheduled warrants, including consultants' billings, which would have been considered for ratification had not a regularly scheduled City Council meeting been cancelled, may be approved for issuance by a consensus of the City Administrator and the Finance Director. The check signature policy will not be amended by this action and the warrants will be subject to ratification at the next scheduled City Council meeting.

PASSED, APPROVED AND ADOPTED this $\frac{3rd}{d}$ day of August, 1992, by the following vote:

AYES:

Acuna, Hernandez, Chacon, Wysbeek, Ojeda - 5

NOES:

None - 0

ABSENT

None - 0

Mayor, City of San Fernando

ATTEST.

January 3, 2023 CC Regular Meeting

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

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando at a regular meeting thereof, held on the <u>3rd</u> day of August, 1992.

City Clerk

APPROVED AS TO FORM:

City Attorney



MEMORANDUM

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

From: Sandra Franco-Rivas, Accounting Technician

Date: December 20, 2022

Subject: Release of Warrants

Due to the lack of a formal City Council meeting on December 19, 2022, the warrant register was not approved. The City Council has passed a Resolution #6212 permitting the release of regular occurring warrants with the approval of the City Manager and the Director of Finance. Copy of resolution and warrant register is attached.

Approval is hereby provided:

Approved:

Erica D. Melton, Director of Finance/City Treasurer

Approved:

Nick Kimball, City Manager

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Julia Fritz, City Clerk

Date: January 3, 2023

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

Meetings for the Period of January 11, 2023 to February 10, 2023, 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. 8202 (Attachment "A") re-authorizing remote teleconference meetings for the period of January 11, 2023 to February 10, 2023, 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:

- 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

Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of January 11, 2023 to February 10, 2023, 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
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- 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.
- 9. On August 1, 2022, the City Council adopted Resolution No. 8170 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 August 13, 2022 to September 11, 2022.
- 10. On September 6, 2022, the City Council adopted Resolution No. 8174 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 September 12, 2022 to October 11, 2022.
- 11. On October 3, 2022, the City Council adopted Resolution No. 8182 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 October 12, 2022 to November 10, 2022.
- 12. On November 7, 2022, the City Council adopted Resolution No. 8189 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 November 11, 2022 to December 10, 2022.

Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of January 11, 2023 to February 10, 2023, 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 4

13. On December 5, 2022, the City Council adopted Resolution No. 8198 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 December 11, 2022 to January 10, 2023.

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.

On December 5, 2022, the City Council adopted Resolution No. 8198 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 January 10, 2023. 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.

Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of January 11, 2023 to February 10, 2023, 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
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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. 8202 (Attachment "A") re-authorizing remote teleconference meetings for the period of January 11, 2023 to February 10, 2023, 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. 8202
- B. Assembly Bill (AB) 361

RESOLUTION NO. 8202

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 JANUARY 11, 2023 THROUGH FEBRUARY 10, 2023, PURSUANT TO GOVERNMENT CODE SECTION 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
- 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 January 11, 2023, and expire upon the earlier of the following (i) 12:00 am on February 10, 2023; 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 3rd day of January, 2023

	Celeste T. Rodriguez, Mayor of the City of San Fernando, California
ATTEST:	
Julia Fritz, City Clerk	

CERTIFICATION

true, and correct copy of Resolution No	. 8202 which was regularly introduced and adopted by adopted by a regular meeting thereof held on the governor of the City Council:
AYES:	
NAYS:	
ABSENT:	
ABSTAINED:	
IN WITNESS WHEREOF, I have he City of San Fernando, California, this	ereunto set my hand and affixed the official seal of the day of January, 2023
	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

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To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Julian J. Venegas, Director of Recreation and Community Services

Maria Calleros, Executive Assistant

Date: January 3, 2023

Subject: Consideration to Authorize Use of the City Seal by the Education Commission to

Circulate a Donation Request Letter for the Student Scholarship Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the use of the City seal by the Education Commission for a letter requesting donations to the City's Student Scholarship Program pursuant to City Council Resolution No. 6904 (Attachment "A");
- b. Authorize the Education Commission to circulate a donation letter (Attachment "B") on City letterhead; and
- c. Authorize the City Manager to accept donations for the City's Student Scholarship Program.

BACKGROUND:

- On May 5, 2011, the San Fernando Education Commission was established to act as liaison between the City and local school administrators. The association included board members from the Los Angeles Unified School District and other private schools operating within the City's boundaries.
- 2. In 2016, the Education Commission was tasked with administrating the Student Scholarship Program to support students seeking a postsecondary education. Originally, only two scholarships were available for deserving students. However, since its inception, the scholarship program has grown from two scholarships to nine scholarships.
- 3. On October 26, 2021, the Education Commission discussed preparing a letter soliciting donations to bolster the current funding available for the annual Student Scholarship Program.

RECREATION AND COMMUNITY SERVICES DEPARTMENT 208 PARK AVENUE, SAN FERNANDO, CA 91340 (818) 898-1290 WWW.SFCITY.ORG

Consideration to Authorize Use of the City Seal by the Education Commission to Circulate a Donation Request Letter for the Student Scholarship Program

Page 2 of 3

- 4. On February 22, 2022, City Council reviewed the donation letter and directed staff to rewrite it to be more concise and straightforward regarding the intent of the donation request.
- 5. On November 29, 2022, the Education Commission edited and revised the proposed donation request letter and recommended that staff present the final version for City Council approval at the earliest possible City Council meeting.

ANALYSIS:

The Student Scholarship Program is funded by generous donations from benefactors such as current and former San Fernando Councilmembers, City staff, community organizations, and local businesses. The goal of the Education Commission is to increase the amount of scholarship funds available to San Fernando students to help support the recipients' educational goals.

The scholarship awards range between \$250 and \$1,000, which are contingent upon the number of qualifying essays selected by the Education Commission. Previous scholarship recipients have used their awards towards transportation, meals, textbooks, housing, and other college expenses. These scholarships have made a difference and have assisted students to stay in school. To sustain and enhance the City's Student Scholarship Program, the Education Commission drafted a donation request letter to garner funding for this program (Attachment "B").

The Education Commission edited the donation request letter so that a potential donor would have a clear and concise understanding that their gift would be supporting the Student Scholarship Program and that their donation could go toward the general scholarship fund. Donors will also have the option to establish a new scholarship that would be administered by the Education Commission. All funds raised through the donation campaign will be applied toward a future scholarship cycle.

Donors to the Student Scholarship Program can submit their gift using the Donation Form (Attachment "C"), which lists the scholarships that would be needing support beyond the 2022-2023 funding cycle. All funds donated will be deposited into the Education Commission Scholarship Contribution Fund Account No. 053-2951. Starting in Fiscal Year 2023-2024 the scholarship award amounts will be established concurrent with the City's budget preparation process. The format will ensure that there are sufficient funds available to cover the proposed scholarships.

Consideration to Authorize Use of the City Seal by the Education Commission to Circulate a Donation Request Letter for the Student Scholarship Program

Page 3 of 3

BUDGET IMPACT:

There is no immediate effect on the Fiscal Year 2022-2023 adopted budget. All proceeds from the donation letter campaign will be held in the Fiduciary Account No. 053-2951 Education Commission Scholarship Contributions and will be available for the 2023-2024 scholarship funding cycle. It is anticipated that the scholarship fund will award five scholarships in the 2023-2024 scholarship cycle. Any remaining funds are held over for the subsequent scholarship cycles.

CONCLUSION:

It is recommended that the City Council authorize the Education Commission to circulate a donation letter on City letterhead to support the Student Scholarship Program in 2023-2024 and beyond.

ATTACHMENTS:

- A. Resolution No. 6904
- B. Donation Request Letter
- C. Donation Form

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:

- 1. The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
- 2. 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.

ATTEST:

Una H Unawez Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada, City Attorney

STATE OF CALIFORNIA **COUNTY OF LOS ANGELES** 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 5th 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

SAN FERNANDO

CITY COUNCIL

January 3, 2023

MAYOR CELESTE T. RODRIGUEZ

VICE MAYOR

COUNCILMEMBER
JOEL FAJARDO

MARY MENDOZA

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER MARY SOLORIO

City of San Fernando Education Commission
Student Scholarship Program

The San Fernando City Council established the Student Scholarship Program to assist worthy students in attaining their postsecondary educational goals. The Education Commission administers the program and annually awards several scholarships. The scholarship recipients are selected through a robust application process that includes submission of an essay revolving around one of the established scholarship themes.

Scholarships are funded through generous donations from various benefactors including current and former San Fernando Councilmembers, City staff, community organizations, private donors, and businesses such as Republic Services. Each year, the Education Commission seeks to strengthen the funds available to award San Fernando students scholarships to support their educational goals.

The Education Commission requests your support for the Student Scholarship Program with a monetary donation earmarked for an established scholarship or your gift may institute a new scholarship. Donors may also support the general Scholarship Program without any preference to how your gift is applied. All funds raised through this donation campaign will be applied toward a future scholarship cycle.

To donate to the San Fernando Student Scholarship Program, please complete the Education Commission Scholarship Donation Form (attached). Listed is a brief description of the scholarships that could benefit from your support. A scholarship can immediately impact a student by allowing them to pursue their educational goals. The valuable effects of investing in our future leaders through a scholarship gift will last a lifetime. Please consider a donation in support of San Fernando's most worthy students.

Sincerely,

RECREATION & COMMUNITY SERVICES DEPARTMENT

Recreation Park 208 Park Avenue San Fernando California 91340 (818) 898-1290

Las Palmas Park 505 S. Huntington St. San Fernando California 91340 (818) 898-7340

Chair Nicole Mohr

Vice Chair Angel Zobel-Rodriguez

Commissioner David Govea

Commissioner Laurel Rodriguez

Commissioner Olivia Robledo

Education Commission Student Scholarship Program Donation Form

The goal of the scholarship fundraising campaign is to garner adequate funding to award a minimum of nine scholarships to worthy students seeking a post-secondary education. Listed are some of the scholarships offered by the City of San Fernando's Education Commission. Your gift may be earmarked for a specific scholarship or granted to the General Scholarship Fund where the funds will be applied to the scholarship with the most need in a future scholarship year.

Gabriel Fernandez Memorial Scholarship - founded by the ICFA & donors, the scholarship keeps the memory of sweet Gabriel Fernandez alive who was a neglected and abused child, sadly he lost his life in 2013. Awards range from \$250-\$500.

Elias Rodriguez Memorial Scholarship - founded by ICFA & donors, the scholarship honors Eli's life, which was cut tragically short in February 2017. He attended the Academy for Scientific Exploration as a 9th grader when he was lost. Awards range from \$250-\$500.

Pahola Mascorro - Why Not You? Scholarship - founded by former Councilmember Sylvia Ballin, Education Commissioner David Govea, and sponsors, Pahola became an unwitting symbol of hope after the tragic death of her son Eli Rodriguez. The Community lost Pahola to cancer in the summer of 2019. Up to four (4) \$250 scholarships will be awarded to students with below a 3.0 grade point average.

Environmental Sustainability Scholarship - founded by City Councilmember Joel Fajardo to encourage college bound students to aspire toward a sustainable future. A one (1) \$250 scholarship will be awarded.

Unheard Voices Scholarship - founded by City Councilmember Joel Fajardo, the scholarship tackles Social Justice Issues such as LGBTQ rights, human relations, disenfranchisement, workplace rights or any other marginalized peoples. A one (1) \$250 scholarship will be awarded.

Donor Information:

Name	Phone
Address	E-mail
I would like to donate to the General Scholarship FundI would like to establish a new scholarship	
I would like to donate to a specific scholarship:	
Donation Amount* \$One-TimeRe	curring (Monthly)(Annually)

*Make check payable to City of San Fernando and remit to

117 Macneil Street, San Fernando, CA 91340 C/O Scholarships

Credit Card donations may be submitted by calling Recreation and Community Services office at 818-898-1290 For more information call 818-898-1290 or email educom@sfcity.org

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

Nick Kimball, City Manager From:

By: Kanika Kith, Director of Community Development

Date: January 3, 2023

A Public Hearing to Consider Adopting an Ordinance Approving Amendments to the Subject:

> San Fernando Municipal Code to Implement the Urban Lot Splits and Two-Unit Residential Development Within the Single-Family Residential (R-1) Zone Imposed

by Senate Bill 9 (SB 9)

RECOMMENDATION:

It is recommended that the City Council:

a. Conduct a Public Hearing; and

b. Pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1712 (Attachment "A") "An Ordinance of the City Council of the City of San Fernando, California, repealing Interim Urgency Ordinance No. U-1706 and approval of amendments to the San Fernando Municipal Code (Zoning Text Amendment No. 2022-001) to add Chapter 78, Article II, Division 6 "Urban Lot Split" and to add Section 359 of Chapter 106, Article III, Division 2 "Two-Unit Urban Residential Development" to establish regulations and standards for urban lot splits and two-unit residential development projects in Single-family Residential (R-1) Zone pursuant to Senate Bill 9."

<u>OR</u>

c. Direct staff to schedule and notice a public hearing on January 17, 2023 to consider an additional one-year extension of the existing Interim Urgency Ordinance to allow additional time for staff to draft, identify other standards, and revise the Ordinance as directed by the City Council.

BACKGROUND:

1. On September 16, 2021, Governor Newsom signed Senate Bill 9 (SB 9) into law that requires local agencies to ministerially approve urban lot splits and development of two residential units in single-family residential zones. SB 9 became effective on January 1, 2022.

COMMUNITY DEVELOPMENT DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1227

WWW.SFCITY.ORG

Page 119 of 371

A Public Hearing to Consider Adopting an Ordinance Approving Amendments to the San Fernando Municipal Code (Zoning Text Amendment No. 2022-001) to Implement the Urban Lot Splits and Two-Unit Residential Development Within the Single-Family Residential (R-1) Zone Imposed by Senate Bill 9 (SB 9) Page 2 of 8

- 2. On January 18, 2022, the City Council adopted Interim Urgency Ordinance No. U-1706 to establish interim regulations and procedures for urban lot splits and two-unit residential development projects pursuant to SB 9.
- 3. On February 14, 2022, the regulations established in Interim Urgency Ordinance No. U-1706 were presented to the Planning and Preservation Commission ("Commission") and the Commission discussed options for initiating permanent regulations. The Commission continued the discussion to their next regular meeting of March 14, 2022.
- 4. On March 1, 2022, the City Council adopted Urgency Ordinance No. U-1707 (Attachment "B") extending the temporary regulations to January 19, 2023, to allow time for staff to develop permanent regulations that balance the requirements of SB 9 with the City's objective to ensure that residential development in the City is properly managed in the best interests of the public health, safety, and welfare.
- 5. On March 14, 2022, the Planning and Preservation Commission continued discussion to their April 11, 2022, meeting.
- 6. On April 11, 2022, the Planning and Preservation Commission was provided an overview of proposed provisions for urban lot splits and two-unit housing developments pursuant to SB 9 for discussion and consideration. The Commission directed staff to further evaluate permanent regulations and prepare a draft ordinance.
- 7. On November 14, 2022, the Planning and Preservation Commission was presented with draft regulations for urban lot splits and two-unit housing developments in single family residential zones to amend the San Fernando Municipal Code to implement SB 9. The Commission discussed the proposed regulations and directed staff to research the inclusion of the affordable housing provision and further amend the draft regulations.
- 8. On December 19, 2022, the Planning and Preservation Commission reviewed the proposed regulations for Urban Lot Split and Two-Unit Residential Development requirements imposed by SB 9. The Commission voted 3-0 recommending the City Council approve the proposed Municipal Code amendment to include the proposed regulations and to replace the current Interim Urgency Ordinance for SB 9.

ANALYSIS:

Under SB 9, the City is mandated to ministerially approve the subdivision of a parcel in a single-family zone into two parcels, a housing development with no more than two primary units in a

A Public Hearing to Consider Adopting an Ordinance Approving Amendments to the San Fernando Municipal Code (Zoning Text Amendment No. 2022-001) to Implement the Urban Lot Splits and Two-Unit Residential Development Within the Single-Family Residential (R-1) Zone Imposed by Senate Bill 9 (SB 9) Page 3 of 8

single-family zone, or both. SB 9 facilitates the creation of up to four housing units in the lot area that would otherwise be limited to one single-family home per the City's R-1 zoning district.

The purpose of the proposed Ordinance is to replace the Interim Urgency Ordinance and to establish objective zoning, subdivision, and design review standards as allowed by state law governing SB 9 projects and to promote the orderly subdivision of parcels and development of housing under SB 9.

Interim Urgency Ordinance.

Interim Urgency Ordinance No. U-1706, adopted on January 18, 2022, was extended by the City Council to January 19, 2023 (Ordinance No. U-1707). Below are regulations established in Interim Urgency Ordinance and presented to the Planning and Preservation Commission for discussion at their meetings on February 14, 2022, March 14, 2022, April 11, 2022, November 14, 2022, and December 19, 2022.

Urgency Ordinance Adopted Regulations

Number of Units Allow:

- For projects using SB 9 urban lot split, no more than two units.
 - Existing and proposed ADUs and Junior ADUs shall be counted toward the maximum number of units permitted.
- For projects <u>not</u> using SB 9 urban lot split, no more than three units (including one ADU, and one Junior ADU)

Commission: Recommended keeping these regulations for the permanent regulations.

Unit Size Limitations:

- 800 sq. ft. max
- 14 ft. or 1-story

Commission: Recommended keeping these regulations for the permanent regulations.

Design of Unit:

- Front most unit on a front lot shall have a front door facing the street.
- Each unit shall have a separate entrance.
- Any unit other than the front most unit on the front lot shall be completely screened by either: 1) other unit(s) on the lot; or 2) landscaping.
- Additions or new second primary dwelling units added to sites where an existing structure will be retained must match the architectural style of the existing dwelling.

Commission: Recommended keeping these regulations for the permanent regulations.

A Public Hearing to Consider Adopting an Ordinance Approving Amendments to the San Fernando Municipal Code (Zoning Text Amendment No. 2022-001) to Implement the Urban Lot Splits and Two-Unit Residential Development Within the Single-Family Residential (R-1) Zone Imposed by Senate Bill 9 (SB 9) Page 4 of 8

Urgency Ordinance Adopted Regulations

Setbacks:

- Side and rear setbacks shall be four feet per State law.
- Front setback for front lot shall be the setback established in the Zoning Code for R-1 zoned parcels.
- Front setback for rear lot shall be 10 feet. Front lot line shall be the lot line closest to and parallel to primary street.
- Existing structures shall not have to modify its setbacks.

Commission: Recommended keeping these regulations for the permanent regulations.

Width of Building:

The front most unit constructed on a site with street frontage shall have a minimum unit width of 40 feet or 75% of lot width, whichever is less.

Commission: Recommended keeping these regulations for the permanent regulations.

Open Space:

Each unit must provide a minimum of 400 square feet of private open space. The open space must be directly accessible to the unit it serves.

Commission: Recommended keeping these regulations for the permanent regulations and clarify that setback areas cannot be used to satisfy this requirement.

Building Separation:

No detached second primary dwelling unit shall be closer than six feet to any other accessory building or primary dwelling unit, on the same lot or parcel.

Commission: Recommended keeping these regulations for the permanent regulations.

Lot Configuration:

- No flag lot.
- Access to the rear lot will be provided via an access easement.

Commission: Recommended the following for the permanent regulations:

- Allow flag lot.
- Require a minimum of a 4-foot wide pedestrian access to the rear lot, in addition to any driveway requirement.
- Identify the responsible party for maintaining the pavement on an easement if a flag lot is not created.

A Public Hearing to Consider Adopting an Ordinance Approving Amendments to the San Fernando Municipal Code (Zoning Text Amendment No. 2022-001) to Implement the Urban Lot Splits and Two-Unit Residential Development Within the Single-Family Residential (R-1) Zone Imposed by Senate Bill 9 (SB 9) Page 5 of 8

Urgency Ordinance Adopted Regulations

Affordability:

One rental unit in a two unit development shall be rented at rates affordable to low-income families

Commission: Recommended that the Council not include affordability requirements at this time, but that the City continue to investigate whether this requirement should be included in a future update of the permanent regulations.

Proposed Ordinance for SB 9 Regulations.

The proposed Ordinance would maintain a majority of the regulations in the Interim Urgency Ordinance and propose additional regulations, such as those discussed below, which do not conflict with SB 9. These proposed permanent regulations incorporate the Planning and Preservation Commission's recommendations.

The proposed Ordinance would add two new code sections to the San Fernando Municipal Code as follows:

- Chapter 106, Article III, Division 2, Section 359 "Two Unit Urban Residential Development"; and
- Chapter 78, Article II, Division 6 "Urban Lot Split"

1. <u>Two-Unit Residential Development Proposed Regulations</u>:

This new section creates new development standards addressing:

- Flag lots may be created and the front setback for the back lot is measured from the back property line of the front lot.
- Revision of parking location restrictions.
- Would not require the demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income; or that is subject to any form of rent or price control.
- All units built on a vacant parcel shall use the same architectural style, materials, and colors.
- Landscaping shall be provided in compliance with the R-1 zoning district.

A Public Hearing to Consider Adopting an Ordinance Approving Amendments to the San Fernando Municipal Code (Zoning Text Amendment No. 2022-001) to Implement the Urban Lot Splits and Two-Unit Residential Development Within the Single-Family Residential (R-1) Zone Imposed by Senate Bill 9 (SB 9) Page 6 of 8

The regulations do not prevent the City from implementing the Building Code or other object development standards, and allow the Building Official to deny an application to build new dwelling units if the proposed units would,

"... have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Government Code Section 65589.5, upon public health and safety or the physical environment and that there is no feasible method to satisfactorily mitigate or avoid the impact."

2. Urban Lot Split Proposed Regulations:

The new regulations generally allow the new lots to be smaller than would be the case if the standards of the R-1 zoning district were used. Below are proposed standards:

- Each lot must be capable of accommodating two 800-square-foot dwelling units in conformance with the applicable setbacks and height limits.
- Flag lots may be created, and the front setback for the back lot is measured from the back property line of the front lot.
- Each lot must have water, sewer, storm drain, gas, and electric utility service.
- A deed restriction is required that prevents the use of dwelling units on lots created with the Urban Lot Split process to be used for short-term rentals.
- Several specific terms are used in the new Zoning Code sections that require definitions. These are, "Acting in Concert With," "Car Share," "Flag-lot," "Tenant," "Two-Unit Urban Residential Development."

As with the Two-Unit Urban Development section, the Urban Lot Split regulations provide for the denial of a proposed lot split if the Building Official makes written findings of evidence that the proposed housing development project would have a specific, adverse impact (as defined in paragraph (2) of subdivision (d) of Government Code Section 65589.5) upon the public health and safety or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact or if the proposed urban lot split would not comply with all the criteria for approval.

Affordable Housing.

As directed by the Commission at their November 14, 2022 meeting, staff researched the affordable housing provision to determine whether this requirement should be included in the proposed permanent regulations. SB 9 allows local cities discretionary authority to impose (or not

A Public Hearing to Consider Adopting an Ordinance Approving Amendments to the San Fernando Municipal Code (Zoning Text Amendment No. 2022-001) to Implement the Urban Lot Splits and Two-Unit Residential Development Within the Single-Family Residential (R-1) Zone Imposed by Senate Bill 9 (SB 9) Page 7 of 8

impose) affordability requirements when it comes to new units built pursuant to SB 9. SB 9 does not prohibit or require that the new units be affordable.

At the Commission's December 19, 2022 meeting, staff recommend that permanent SB 9 regulations exclude affordability requirements for rental units. Such requirements would potentially trigger compliance with rental inclusionary housing regulations and Department of Housing and Community Development review. Additionally, conducting an economic feasibility study, establishing appropriate in-lieu fees, and monitoring and enforcing such affordability restrictions would require significant staff time and resources (covenants are typically recorded for 55 years). The Commission voted 3-0 to recommend approval of the proposed regulations without the affordability requirements, and suggested that staff continue to investigate this issue, and return at a future date with a proposed change to regulations if affordability requirements are found to be legal and desirable.

Environmental Review.

The adoption of this Urgency Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) (the "common sense exemption") and Section 15378 ("not a project") since it can be seen with certainty that adopting an ordinance to comply with the state law provisions of SB 9 will not have a significant effect on the environment. Adopting the Ordinance is also exempt under Government Code Section 66411.7, subd. (n) which exempts cities' adoption of ordinances implementing that section of SB 9 from CEQA.

BUDGET IMPACT:

Preparation of zoning related ordinances and legislative advocacy programs are included in the annual work program for the Community Development Department and City Manager's Office, respectively. Therefore, funding for both efforts is incorporated in the Fiscal Year 2022-2023 Adopted Budget.

CONCLUSION:

Staff recommends that the City Council adopt the proposed Ordinance No. 1712 (Attachment "A") "An Ordinance of the City Council of the City of San Fernando, California, repealing Interim Urgency Ordinance No. U-1706 and approval of amendments to the San Fernando Municipal Code to add Chapter 78, Article II, Division 6 "Urban Lot Split" and to add Chapter 106, Article III, Division 2, Section 359 "Two-Unit Urban Residential Development" to establish regulations and standards for urban lot splits and two-unit residential development projects in Single-family Residential (R-1) Zone pursuant to Senate Bill 9." amending the San Fernando Municipal Code to establish

A Public Hearing to Consider Adopting an Ordinance Approving Amendments to the San Fernando Municipal Code (Zoning Text Amendment No. 2022-001) to Implement the Urban Lot Splits and Two-Unit Residential Development Within the Single-Family Residential (R-1) Zone Imposed by Senate Bill 9 (SB 9) Page 8 of 8

procedures and standards for urban lot splits and two unit developments in single-family residential zone as imposed by SB 9. "

Alternative Option.

If the City Council does not adopt the proposed Ordinance, the City Council has the option to further extend the Interim Urgency Ordinance for up to another year. This would allow staff and the Commission additional time to draft, identify other standards, and revise the Ordinance as directed by the City Council. Should the City Council wish to select this option, staff would need to schedule and notice a hearing for the extension for the Interim Urgency Ordinance for the next City Council meeting on January 17, 2023.

ATTACHMENTS:

- A. Ordinance No. 1712
- B. Interim Urgency Ordinance No. U-1707

ORDINANCE NO. 1712

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, REPEALING INTERIM URGENCY ORDINANCE U-1706 AND APPROVAL OF AMENDMENTS TO THE SAN FERNANDO MUNICIPAL CODE (ZONING TEXT AMENDMENT NO. 2022-001) TO ADD CHAPTER 78, ARTICLE II, DIVISION 6 "URBAN LOT SPLIT" AND TO ADD SECTION 359 OF CHAPTER 106, ARTICLE III, DIVISION 2 "TWO-UNIT URBAN RESIDENTIAL DEVELOPMENT" TO ESTABLISH REGULATIONS AND STANDARDS FOR URBAN LOT SPLITS AND TWO-UNIT RESIDENTIAL DEVELOPMENT PROJECTS IN SINGLE-FAMILY RESIDENTIAL (R-1) ZONE PURSUANT TO SENATE BILL 9

WHEREAS, California Constitution Article XI, Section 7, enables the City of San Fernando (the "City") to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, the City desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

WHEREAS, on September 16, 2021, California Governor Gavin Newsom signed Senate Bill 9 (SB 9) into law as part of an effort to address the State's housing crisis by streamlining housing production; and

WHEREAS, the new legislation became effective on January 1, 2022, and requires local agencies to ministerially approve urban lot splits and development of two residential units per single family residential lot provided the projects meet certain criteria; and

WHEREAS, the City wishes to balance compliance with State law with the rights still preserved under the new legislation authorizing the City to establish objective zoning, subdivision and design review standards consistent with SB 9 required to approve urban lot splits and two-unit residential development; and

WHEREAS, on January 18, 2022, the City Council adopted Interim Urgency Ordinance No. U-1706 to establish interim regulations and procedures for urban lot splits and two-unit residential development projects pursuant to SB 9; and

WHEREAS, on March 1, 2022, the City Council approved the extension of Urgency Ordinance No. U-1706 to January 19, 2023, to allow time for City staff to develop permanent regulations that balance the requirements of SB 9 with the City's objectives for ensuring that

residential development in the City is properly managed in the best interests of the public health and safety; and

WHEREAS, the Planning and Preservation Commission at their March 14th, April 11th, and November 14, 2022, meetings were presented with proposed regulations from the Planning Division and discussed, considered, and gave staff input on the proposed regulations; and

WHEREAS, on December 8, 2022, the Planning Division published a notice of a public hearing to be held on December 19, 2022, for the Planning and Preservation Commission to consider and recommend approval to the City Council of a proposed amendment to the San Fernando Municipal Code (ZTA2022-001) to establish regulations for implementation of SB 9 in the San Fernando Sun as required by Government Code Section 65858(a); and

WHEREAS, the Planning and Preservation Commission, as part of its special meeting of December 19, 2022, conducted a duly noticed public hearing on the proposed code amendment, and all testimony was received and made a part of the public record, and

WHEREAS, on December 23, 2022, the City Clerk published a notice of a public hearing to be held on January 3, 2023, for the City Council to consider and approve a proposed Ordinance (ZTA2022-001) to establish regulations for implementation of SB 9 in the *San Fernando Sun* as required by Government Code Section 65858(a); and

WHEREAS, on January 3, 2023, the City Council conducted a duly noticed public hearing on the Ordinance, and all testimony was received and made a part of the public record; and

WHEREAS, the City Council has duly considered all information presented to it, including the Planning and Preservation Commission findings, P.C. Resolution No. 2022-003, written staff reports, and any testimony provided at the public hearing; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have been met.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council of San Fernando hereby makes the following findings:

- A. The above recitals are true and correct and incorporated fully in reference.
- B. It is the intent and purpose of this Ordinance to amend Chapter 78 (Subdivisions) and Chapter 106 (Zoning) of the San Fernando Municipal Code regarding urban lot splits and the creation of two unit developments.

SECTION 2. Zoning Code Amendment Findings

Pursuant to San Fernando City Code Section 106-19, the Planning and Preservation Commission recommends that the City Council makes the following findings for adoption of the proposed amendment to the San Fernando Zoning Code:

a. The proposed amendment is consistent with the objectives, policies, general land uses and programs of the City's general plans.

The proposed amendment to the Zoning Code will establish development standards and regulations for Housing Development in Single-Family Residential (R-1) Zone for implementation of Senate Bill 9. The proposed amendment will satisfy Policy 1.2 of the San Fernando General Plan Housing Element. Policy 1.2 calls for the preservation of character, scale, and quality of established residential neighborhoods. The proposed zone code amendment will provide objective development standards such as: building height, square footage minimums, setbacks, open space and architectural design standards. The proposed amendment meets state law requirements while allowing the City to impose local regulations to ensure consistency with objectives, policies, general land uses and programs of the City's general plans.

b. The adoption of the proposed amendment would not be detrimental to the public interest, health safety, convenience, or welfare.

The proposed zoning code amendment establishes development standards and regulations that addresses any adverse impacts that may come from the implementation of SB 9. The amendment includes language that gives the City Building Official the authority to deny construction of units pursuant to the regulations of SB 9 based upon the preponderance of evidence that the proposed housing development project would have a specific, adverse impact (as defined in paragraph (2) of subdivision (d) of Government Code Section 65589.5) upon the public health and safety or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. Additionally, the amendment satisfies Policy 2.8 of the San Fernando General Plan Housing Element. Policy 2.8 promotes the creation of second-dwelling units within residential neighborhoods as a means of providing additional rental housing and addressing household overcrowding. The proposed amendment complies with state objectives of creating additional housing and would not be detrimental to the public interest, health, safety, convenience or welfare.

SECTION 3. Subdivision Code Amendment Findings

Pursuant to the California Subdivision Map Act, the Planning and Preservation Commission recommends that the City Council makes the following findings for adoption of the proposed amendment to the San Fernando Subdivision Code:

c. The proposed amendment is in compliance with Section 66411 of the California Subdivision Map Act for local agency to regulate and control design of subdivisions.

The proposed amendment to the Subdivision Code complies with Government Code Section 65913.2 as it will establish subdivision standards to promote the orderly subdivision of parcels and development of housing under SB 9. Subdivision and design standards are included the proposed amendment as allowed by state law governing SB 9.

SECTION 4. Article II of Chapter 78 (Subdivisions) of the San Fernando Municipal Code is hereby amended to add Division 6 (Urban Lot Split) as follows:

Chapter 78, Article II, Division 6 – Urban Lot Split

Section 78-180. Purpose

(a) This division is adopted in accordance with California Government Code Sections 65852.21 and 66411.7, also known as Senate Bill 9 (SB 9). The purpose of this chapter is to establish a ministerial objective approval process and special lot design standards for the subdivision of single lots in the R-1 zoning district.

Section 78-181. Term of Effect

(a) This division is applicable only while California Government Code Section 66411.7 created by SB 9 remains in effect.

Section 78-182. Definitions

"Acting in Concert With" A person "acting in concert with the owner" means a person that has common ownership or control of the subject parcel with the owner of the adjacent parcel, a person acting on behalf of, acting for the predominant benefit of, acting on the instructions of, or actively cooperating with, the owner of the parcel being subdivided.

"Car Share" A service through which vehicles are made available for hourly or daily use. Vehicles are typically picked up and dropped off at designated parking locations within the community and are made available to provide flexible access to a vehicle.

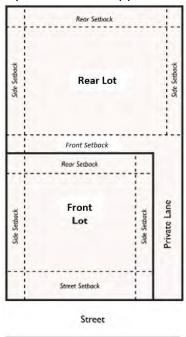
"Dwelling Unit" As used in this division, "dwelling unit" refers to any primary residential unit which is not an Accessory Dwelling Unit as defined in section 106-6 of this Code or a Junior Accessory Dwelling Unit ("Junior ADU") as defined in Government Code Section 56852.22.

"Flag-Lot" Lots that have less than the minimum required frontage on a public or private street, have access to a public or private street by a narrow strip of land, and the largest portion of the lot is situated behind adjoining lots which front on a public or private street. The front yard of the flag lot starts from the back of the front lot.

"Residential Unit" or "Unit" As used in this division, "residential unit" or "unit" refers to a dwelling unit, Accessory Dwelling Unit and Junior ADU.

"Tenant" A person who occupies land or property rented from a landlord.

"Urban Lot Split" An urban lot split is the subdivision of a single-family residential lot into two parcels that meets the requirements of this chapter. An Urban Lot Split differs from other subdivisions only in the standards which apply to the lots created, the criteria which must be met, and the ministerial approval process which applies to this type of subdivision.



Section 78-183. Ministerial Approval and Findings

- (a) An application for a parcel map for an Urban Lot Split shall be approved in accordance with the following requirements:
 - (1) An Urban Lot Split is subject to staff review and ministerial approval only, without discretionary review or hearing, and
 - (2) The Urban Lot Split shall be subject to the objective criteria and standards of Chapter 78 Subdivisions and conform to all applicable objective requirements of the Subdivision Map Act, except as expressly provided in this division.
- (b) Notwithstanding subsection (a) of this section, the City shall not require dedication of right-of-way, offsite improvements or the correction of nonconforming zoning conditions as a condition of issuing a parcel map for an Urban Lot Split pursuant to this division.

- (c) An Urban Lot Split that meets all the criteria listed below shall be approved unless the building official makes a written finding, based upon a preponderance off the evidence, that:
 - (1) The proposed Urban Lot Split would have a specific adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Government Code Section 65589.5, upon public health and safety or the physical environment and that there are no feasible methods to satisfactorily mitigate or avoid the impact; or
 - (2) The proposed Urban Lot Split would not comply with all the criteria for approval per this division.

Section 78-184. Covenant and Affidavits Required

- (a) A property owner seeking to complete an Urban Lot Split shall be subject to the following general requirements, which shall be accepted and acknowledged by the property owner by signing and recording a covenant against the property. The covenant shall be supplied by the City and provide as follows:
 - (1) Any subsequent Urban Lot Split of land that was previously subdivided with an Urban Lot Split shall be prohibited;
 - (2) The owner of the property for which an Urban Lot Split is proposed shall sign an affidavit stating that the owner intends to occupy one of the dwelling units on one of the lots created by the Urban Lot Split as their principal residence for at least three years from the date of the approval of the Urban Lot Split.
- (b) The owner of the property for which an Urban Lot Split is proposed shall sign an affidavit stating that neither the owner nor any person acting in concert with the owner of the parcel being subdivided has previously subdivided an adjacent parcel using an Urban Lot Split as provided for in this division.
- (c) Each owner of the property on which an Urban Lot Split is proposed shall provide a signed affidavit stating that the owner intends to occupy one of the dwelling units on one of the lots created by the Urban Lot Split as their principal residence for a minimum of three years from the date of the approval of the Urban Lot Split, unless the applicant is a "community land trust," as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code, or is a "qualified nonprofit corporation" as described in Section 214.15 of the Revenue and Taxation Code.

Section 78-185. Criteria for Approval

(a) Proposed Urban Lot Splits shall comply with all the following:

- (1) The parcel proposed for an Urban Lot Split is located within the R-1 (Low Density Residential) zone.
- (2) The Urban Lot Split would not require the demolition or alteration of housing that:
 - i. Is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income; or that is subject to any form of rent or price control through a public entity's valid exercise of its police power;
 - ii. Has been occupied by a tenant in the last three years.
- (3) If any existing residential unit is proposed to be demolished, the proposal would comply with the replacement housing provisions of Government Code Section 66300(d).
- (4) The parcel proposed for an Urban Lot Split is not a parcel on which an owner of residential real property exercised rights under California Government Code Section 7060 et seq. to withdraw accommodations from rent or lease within 15 years before the date the application is submitted.
- (5) The parcel proposed for an Urban Lot Split was not previously created through a prior Urban Lot Split pursuant to this division.
- (6) The parcel proposed for an Urban Lot Split is not located:
 - i. Within a historic district, is not included on the State Historic Resources Inventory, and is not within a site that is designated or listed as a city landmark or historic property or district pursuant to a city ordinance.
 - ii. On prime farmland or farmland of statewide importance as further defined in Government Code Section 65913.4(a)(6)(B).
 - iii. On wetlands as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).
 - iv. On a hazardous waste site that is listed pursuant to Government Code Section 65962.5 or a hazardous waste site designated by the Department of Toxic pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.
 - v. In a special flood hazard area subject to induction by the 1 percent annual chance flood (100-year flood) or regulatory floodway as determined by FEMA. This criteria shall not apply if either of the following are met:

- a. The site has been subject to a Letter of Map Revision prepared by FEMA and issued to the City; or
- b. The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the Nation Flood Insurance Program as further spelled out in Government Code Section 65913.4 (a)(6)(G)(ii).
- (7) The Urban Lot Split would not create a nonconforming condition related to the placement of buildings or to any other development standard of Chapter 106 Zoning of this Code, except as specified in this division.
- (8) A signed affidavit has been provided in accordance with Section 78-184 of this Code.
- (9) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using the Urban Lot Split process.
- (10) The application complies with all provisions of Government Code Sections 66411.7 and 65852.21, if the proposed Urban Lot Split includes a concurrent application for a Two Unit Urban Residential Development, as defined in section 106-359 of this Code.

Section 78-186. Urban Lot Split Lot Requirements

(a) The following requirements apply to all lots created using the Urban Lot Split process pursuant to this division and Government Code Section 66411.7, except to the extent that they would preclude the creation of no more than two new parcels that comply with the lot requirements of this section. Any modifications of these requirements shall be the minimum modification necessary to avoid physically precluding the creation of no more than two new parcels that comply with the lot requirements of this section.

(b) Lot Requirements:

- (1) Number: The parcel map subdividing an existing parcel pursuant to this division shall create no more than two (2) parcels. Both parcels shall be considered new parcels.
- (2) Street frontage: Each lot shall have street frontage on or access to a public right of way as required by the Public Works Department. The lot split line shall be parallel to the street property line. If the street property line curves, the lot split line may have the same or similar curve radius or may be straight.
- (3) Width Lot width shall be per the R-1 zoning district. The width of any lot resulting from an Urban Lot Split shall not be less than 75% of the original lot width. Flag lot width shall be measured across the large portion of the lot, not the narrow portion connected to the street.

(4) Depth: Lots created per this division are not required to have a minimum depth, provided that the minimum lot size stated in subsection (b)(5) below is maintained.

(5) Lot size:

- a. No lot resulting from an Urban Lot Split shall be smaller than 1,200 square feet.
- b. The two resulting lots shall be of approximately equal lot area, and not smaller than 48% or larger than 52% of the lot area of the original parcel.
- (6) Parcel Configuration: Flag Lots are permitted, provided that the narrow portion of the lot connected to the public right of way has sufficient width for a driveway and for emergency vehicle access. An access easement shall be recorded providing street access for the rear parcel.

(7) Utilities:

- a. Each parcel created by an Urban Lot Split shall have water, sewer, storm drain, gas and electric utility service that comply with City standards.
- b. The subdivider shall be responsible to install connections to City facilities in accordance with City standards.
- c. All required utility connections shall be placed on the same parcel as the unit or units the utilities are serving, or shall be located within a utility easement.
- d. Unused connections shall be abandoned per City standard.

Section 78-187. Additional Requirements for Urban Lot Split

- (a) In addition to any requirements of this division, the following shall apply for any Urban Lot Split:
 - (1) Easements shall be provided for the provision of public services and facilities.
 - (2) All parcels shall have access to, provide access to, or adjoin the public right-of-way.

Section 78-188. Required Contents for Recorded Title

- (a) The recorded title for any lot or parcel created pursuant to this division shall include the following:
 - (1) That the Urban Lot Split provisions of this division were used to approve the subdivision and may not be used to further subdivide the lot or parcel.
 - (2) The signed affidavit required per Section 78-184.

- (3) A rental of any unit created on the lot or parcel shall be for a minimum term of 31 consecutive days, and the unit shall not be used for short-term rentals.
- (4) Uses on the lot or parcel shall be limited to residential uses.

Section 78-189. Pre-Existing Nonconforming Zoning Conditions

(a) Approval of an application for the Urban Lot Split shall not be contingent upon the correction of a non-conforming zoning condition which existed at the time the application was filed.

Section 78-190. Expiration of Urban Lot Split Subdivisions

(a) The expiration of tentative maps created per this chapter shall be the same as for a standard tentative map as specified in Section 78-71 of this Code.

Section 78-191. Application Requirements

(a) Applications for Urban Lot Splits shall include all information required by the Public Works Department, as shown on official City application forms.

SECTION 5. Division 2 (R-1 Single-Family Residential Zone) of Article III of Chapter 106 (Zoning) of the San Fernando Municipal Code is hereby amended to add Section 359 (Two-Unit Urban Residential Development) as follows:

Section 359, Chapter 106, Article III, Division 2 – Two Unit Urban Residential Development

106-359. Two Unit Urban Residential Development

- (a) *Purpose.* This section is adopted in accordance with California Government Code Sections 65852.21 and 66411.7, also known as Senate Bill 9 (SB 9). The purpose of this section is to establish development standards for two unit residential development pursuant to SB 9.
- (b) *Term of Effect.* This section is applicable only while California Government Code section 65852.21 created by SB 9 remains in effect.

(c) Definitions

"Car Share" A service through which vehicles are made available for hourly or daily use. Vehicles are typically picked up and dropped off at designated parking locations within the community and are made available to provide flexible access to a vehicle.

"Dwelling Unit" As used in this section, "dwelling unit" refers to any primary residential unit which is not an Accessory Dwelling Unit as defined in section 106-6 of this Code or a Junior Accessory Dwelling Unit ("Junior ADU") as defined in Government Code section 56852.22.

"Residential Unit" or "Unit" As used in this section, "residential unit" or "unit" refers to a dwelling unit, Accessory Dwelling Unit and Junior ADU.

"Tenant" A person who occupies land or property rented from a landlord.

"Two Unit Urban Residential Development" Development of no more than two primary dwelling units pursuant to this section.

"Urban Lot Split" As used in this section, refers to an Urban Lot Split as defined in section 78-182 of the Code.

- (d) Applicable Zones and Projects. The provisions of this section apply to all lots in the R-1 (Single Family Residential) zoning district.
- (e) *Ministerial Approval and Findings*. The following apply to Two Unit Urban Residential Development as defined in this section:
 - (1) Two Unit Urban Residential Development is subject to staff review and approval only, subject to the objective criteria and standards of this section.
 - (2) Two Unit Urban Residential Development which meets all the criteria listed in Section 106-359(f) of this Division shall be approved unless the building official makes a written finding, based upon a preponderance off the evidence, that:
 - (i) The proposed Two Unit Urban Residential Development would have a specific adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Government Code Section 65589.5, upon public health and safety or the physical environment and that there no feasible method to satisfactorily mitigate or avoid the impact; or
 - (ii) The proposed development would not comply with all the criteria for approval per this section.
- (f) *Criteria for Approval.* A proposed Two Unit Urban Residential Development shall be approved if it meets all the following criteria:
 - (1) The parcel proposed for Two Unit Urban Residential Development is located in the R-1 (Single Family Residential) zone.
 - (2) The Two Unit Urban Residential Development would not require the demolition or alteration of housing that:

- i. Is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income; or that is subject to any form of rent or price control; or
- ii. Has been occupied by a tenant in the last three years.
- (3) If any existing Dwelling Unit(s) is proposed to be demolished, the proposed Two Unit Urban Residential Development would comply with the replacement housing provisions of Government Code Section 66300(d).
- (4) The parcel proposed for the Two Unit Urban Residential Development is not a parcel on which an owner of residential real property exercised rights under California Government Code Section 7060 et seq. to withdraw accommodations from rent or lease within 15 years before the date the application is submitted.
- (5) The parcel proposed for the Two Unit Urban Residential Development is not located:
 - i. Within a historic district, is not included on the State Historic Resources Inventory, and is not within a site that is designated or listed as a city landmark or historic property or district pursuant to a City ordinance;
 - ii. On prime farmland or farmland of statewide importance as further defined in Government Code Section 65913.4(a)(6)(B);
 - iii. On wetlands as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993); or
 - iv. On a hazardous waste site that is listed pursuant to Section 65962.5 or a hazardous waste site designated by the Department of Toxic pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses; or
 - v. In a special flood hazard area subject to induction by the 1 percent annual chance flood (100-year flood) or regulatory floodway as determined by FEMA. This criteria shall not apply if either of the following are met:
 - a. The site has been subject to a Letter of Map Revision prepared by FEMA and issued to the city; or
 - b. The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the Nation Flood Insurance Program as further spelled out in Government Code Section 65913.4 (a)(6)(G)(ii).

- (6) The proposed Two Unit Urban Residential Development would not create a nonconforming condition related to the placement of buildings or to any other development standard of this Zoning Code, except as specified in this Section.
- (7) A signed affidavit has been provided in accordance with Section 106-359(g).
- (8) The application complies with all provisions of Government Code Section 65852.21 and Section 66411.7, if the proposed development includes a concurrent application for an Urban Lot Split.
- (g) Covenant and Affidavits Required. A property owner seeking to develop a Two Unit Urban Residential Development on a parcel located in the R-1 zone pursuant to the regulations set forth in Government Code Section 65852.21 and the standards in this section, shall be subject to the following general requirements, which shall be accepted and acknowledged by the property owner by signing and recording a covenant against the property. The covenant shall be supplied by the City and provide as follows:
 - (1) The short term rental defined as rentals of any duration less than 31 consecutive calendar days of any dwelling unit(s) on the site created pursuant to Government Code Section 65852.21 shall be prohibited.

An affidavit shall be filed to verify information regarding the rental or ownership history of any pre-existing dwelling units, Accessory Dwelling Units and Junior ADUs.

- (h) Development Standards.
 - (1) The following development standards shall apply to all Two Unit Urban Residential Developments, except to the extent that the development standards would preclude the construction of two (2) dwelling units of at least 800 square feet each. Any modifications of development standards shall be the minimum modification necessary to avoid physically precluding the construction of two (2) dwelling units of 800 square feet each on the parcel proposed for the Two Unit Urban Residential Development.
 - (2) Except as otherwise prescribed in this section, the standards for residential development set forth in Chapter 106, Article III, Division 2 of this Code shall apply.
 - (3) Except as otherwise prescribed in this section, the standards for Accessory Dwelling Units set forth in Section 106-358 of this Code shall apply to any Accessory Dwelling Units.
 - (4) Number of Residential Units Allowed
 - i. Lot Split. A maximum of two residential units, including units which existed at the time of the lot split, may be built on each lot created using the Urban Lot Split provisions set forth in Chapter 78, Article II, Division 6 of this Code. Dwelling units, Accessory

Dwelling Units and Junior ADUs count toward the maximum number of residential units on lots subdivided using the Urban Lot Split provisions set forth in Chapter 78, Article II, Division 6 of this Code.

ii. No Lot Split. A maximum of four dwelling units may be built on a single lot which is not subdivided using the Urban Lot Split provisions set forth in Chapter 78, Article II, Division 6 of this Code. Any combination of dwelling units, Accessory Dwelling Units and Junior ADUs count toward the four residential unit maximum.

(5) Number of Accessory Dwelling Units Allowed

Accessory Dwelling Units and Junior ADUs may be built pursuant to Section 106-358
of this Code and applicable State law and in conformance with the maximum number
of residential units specified in this section.

(6) Maximum Floor Area

i. No maximum floor area is specified by this section.

(7) Height

 Maximum height shall be 14 feet and one story, except that the height limit for dwellings units in the R-1 zoning district shall apply if there are no windows oriented toward any adjacent rear yards.

(8) Setbacks and Separations Between Buildings

- i. Front yard setback: Per the zoning district setback requirements for a primary dwelling unit.
- ii. Side and rear yard: Four (4) feet, except for an existing structure or structure constructed at the same location and to the same dimensions as an existing structure.
- iii. Building separation: No detached dwelling unit shall be closer than six feet to any other accessory building or dwelling unit, Accessory Dwelling Unit or Junior ADU, on the same lot or parcel. The six-foot distance shall be measured from the closet points of the building walls or structure walls. A minimum of four feet shall be maintained between eave overhangs, chimneys, bay windows or any other architectural feature.

(9) Site Coverage

 Site coverage and maximum coverage in a front yard area shall be per the standards for the R-1 zoning district. Coverage calculations shall include all structures, including all dwelling units, Accessory Dwelling Units, and Junior ADUs and all non-habitable accessory structures.

(10) Open Space

- i. Ten percent (10%) of the lot or a minimum of 400 square feet, whichever is greater, shall be dedicated for common open space and shall provide amenities such as but not limited to gardening, outdoor seating or furniture, playground equipment, patio, and/or outdoor grill appliance.
- ii. Private open space requirement for each dwelling unit?

(11) Landscaping

i. Landscaping shall be provided as required by the R-1 zoning district.

(12) Design

- i. Additions or new dwelling units added to a parcel or lot where an existing structure will be retained must match the architectural style of the existing dwelling unit including but not limited to the roof pitch, window size, window type, exterior building materials, lighting fixtures, and paint colors.
- ii. All dwelling units built on a vacant parcel shall use the same architectural style, materials, and colors.
- iii. Accessory Dwelling Units and Junior ADUs shall be designed in conformance with the requirements in Section 106-358 of this Code.
- iv. Each dwelling unit built shall have a separate exterior entrance.
- v. To preserve the single-family appearance of the neighborhood, any dwelling unit other than the front most dwelling unit, or the front most dwelling unit on the front lot, shall be completely screened by other dwelling unit(s) on the lot, landscaping, fencing, or a combination of these.

(13) Parking

- i. A minimum of one off-street parking space shall be provided for each dwelling unit, unless the following apply, in which case no off-street parking is required:
 - a. The parcel is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code.
 - b. There is a car share vehicle facility located within one block of the parcel.
- ii. Parking location restrictions

- a. Parking shall be in a covered garage or carport, or in a driveway located within a front setback. A driveway is the paved area that is equal to the width of the garage or carport opening plus up to one (1) foot on either side and extending from the garage or carport to the street.
- b. Rear lot parking shall be accessed via an alley if the site has legal access to an alley.
- (14) Non-Habitable Accessory Structures
 - i. Development of non-habitable accessory structures as dwelling units shall be per the standards for accessory structures in the R-1 zoning district.
- Short Term Rentals Prohibited. Any dwelling unit constructed per this section, if offered for rental, shall be rented for a minimum term of 31 consecutive days and shall not be used for short-term rentals.
- (j) Owner-Occupancy Requirement. Each applicant for a Two Unit Residential Development shall provide a signed affidavit stating that they intend to occupy one of the dwelling units as their principal residence for a minimum of three years from the date of the approval of the Two Unit Residential Development, unless the applicant is a "community land trust," as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code, or is a "qualified nonprofit corporation" as described in Section 214.15 of the Revenue and Taxation Code.
- (k) Adverse Impact Findings for Denial of Application.
 - (1) The City may deny the construction of dwelling units per this section if the Building Official makes a written finding, based upon a preponderance of the evidence, that the proposed dwelling unit(s) would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Government Code Section 65589.5, upon public health and safety or the physical environment and that there is no feasible method to satisfactorily mitigate or avoid the impact.
 - (2) An application for a Two Unit Urban Residential Development shall not be rejected solely because it proposes adjacent or connected structures, provided that the structures meet applicable building code standards and are sufficient to allow separate conveyance.
- (I) Utility Connections. Utility connections shall be provided per City standards.
- (m) Application Requirements. Applications for Two Unit Residential Development shall include all information required by the Planning Department, as shown on official City application forms.

SECTION 6. This Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) (the "common sense exemption") and Section 15378 ("not a project") since it can be seen with certainty that adopting an ordinance to comply with the state law provisions of SB 9 will not have a significant effect on the environment.

Adopting the ordinance is also exempt under Government Code Section 66411.7, subd. (n) which exempts cities' adoption of ordinances implementing that section of SB 9 from CEQA.

SECTION 7. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 8. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This Ordinance shall take effect immediately, pursuant to the authority conferred upon the City Council by Government Code Section 36937. The City Clerk shall further certify to the adoption and posting of this Ordinance, and shall cause this Ordinance and its certification, together with proof of posting, to be entered in the Book of Ordinances of the Council of this City of San Fernando.

SECTION 9. This ordinance shall go into effect and be in full force effective at 12:01 a.m. on the thirty-first (31st) day after its passage.

PASSED, APPROVED, AND ADO day of,	PTED by the City Council of the City of San Fernando this
	ATTEST:
	Celeste T. Rodriguez, Mayor of the City of San Fernando, California
Julia Fritz, City Clerk	
APPROVED AS TO FORM:	
Richard A. Padilla, Assistant City Attorney	

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the t true, and correct copy of Ordinance No. 1712 which was introduced on	
adopted by the City Council of the City of San Fernando, California at a regula	r meeting thereof
held on the day of,, by the following vote of the City Cour	ncil:
AYES:	
NAYS:	
ABSENT:	
ABSTAINED:	
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the o	official seal of the
City of San Fernando, California, this day of,	
Julia Fritz, City Clerk	
Julia I III.2, City Clerk	

URGENCY ORDINANCE NO. U-1707

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, MAKING FINDINGS AND EXTENDING FOR A PERIOD OF 10 MONTH AND 15 DAYS INTERIM STANDARDS FOR URBAN LOT SPLITS AND TWO-UNIT RESIDENTIAL DEVELOPMENT PROJECTS IN SINGLE-FAMILY RESIDENTIAL (R-1) ZONE PURSUANT TO SENATE BILL 9

WHEREAS, California Constitution Article XI, Section 7, enables the City of San Fernando (the "City") to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, the City desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

WHEREAS, on September 16, 2021, California Governor Gavin Newsom signed Senate Bill 9 (SB 9) into law as part of an effort to address the State's housing crisis by streamlining housing production; and

WHEREAS, the new legislation is effective on January 1, 2022, and requires local agencies to ministerially approve urban lot splits and development of two residential units per single family residential lots provided the projects meet certain criteria; and

WHEREAS, the City wishes to balance compliance with State law with the rights still preserved under the new legislation authorizing the City to establish objective zoning, subdivision and design review standards consistent with SB 9 required to approve urban lot splits and two-unit residential development; and

WHEREAS, Government Code section 65858 authorizes the City Council to adopt an urgency ordinance by a four-fifths vote for the immediate preservation of the public health, safety, or welfare, and to prohibit a land use that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City Council, Planning and Preservation Commission, or the Community Development Department is considering or studying or intends to study within a reasonable time; and

WHEREAS, State law provides the City with authority to extend an interim standards set forth under Urgency Ordinance No. U-1706 for ten (10) months and fifteen (15) days; and

WHEREAS, on February 10, 2022, the City Clerk published a notice of a public hearing to be held on February 22, 2022, to consider the extension of the interim standards in the *San Fernando Sun* as required by Government Code Section 65858(a); and

WHEREAS, on February 22, 2022, the City Council voted 3-0 to continue consideration of this ordinance to a special City Council meeting on March 1, 2022, to allow for consideration by the full City Council; and

WHEREAS, the City Council, as part of its regular meeting of February 22, 2022, conducted a public hearing to consider the extension of the interim regulations and provided the public with an opportunity to provide comment/testimony on the matter before taking action to approve this Urgency Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Urgency Findings

- A. The Recitals above are true and correct.
- B. On January 18, 2022, the City Council adopted Urgency Ordinance No. U-1706 to establish interim regulations and procedures for urban lot splits and two-unit residential development projects pursuant to Senate Bill (SB) 9 (2021); and
- C. Pursuant to California Government Code Section 65858, Urgency Ordinance No. U-1706 expires 45 days after January 18, 2022 (i.e., it expires on March 4, 2022); and
- D. All of the findings cited in Urgency Ordinance No. U-1706 concerning the existence of an immediate and current threat to the public peace, health, safety, and welfare, based on the passage of SB 9 continue to be valid and are incorporated herein by reference because, if the City did not adopt appropriate objective standards for SB 9, SB 9 projects have the potential to significantly impact the character of the City's well established single family neighborhoods and well-thought out community planning and housing strategy and requires further study.
- E. Government Code Section 65858(d) provides in relevant part: Ten days prior to the expiration of the interim ordinance or any extension, the legislative body shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance. Said written report is included with the staff report that accompanies this Urgency Ordinance and was published with said staff report on the City's internet homepage as part of the public agenda for the City Council's meeting of February 22, 2022. Said report describes the measures taken to alleviate the conditions which led to the adoption of Urgency Ordinance No. 1706 and the City Council hereby ratifies the written report; and
- F. On February 10, 2022, the City published notice of a public hearing to consider the extension of the interim standards originally established by Urgency Ordinance No. 1706 in the San Fernando Sun.

G. In accordance with Government Code Section 65858(a), and pursuant to the findings stated herein, the City Council hereby finds and declares: (i) that the findings and determinations above are true and correct; (ii) that there exists a current and immediate threat to the public health, safety, and welfare requiring this Urgency Ordinance further extending the interim standards originally established by Urgency Ordinance No. 1706; and (iii) that this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety as set forth herein.

<u>SECTION 2.</u> Continuing Imposition of Interim Regulations. In recognition of the foregoing findings above, the following interim standings initially implement by way of Urgency Ordnance No. U-1706 shall continue to remain in effect for a period of ten (10) months and fifteen (15) following the 45-day expiration of Urgency Ordinance No. U-1706:

- A. Notwithstanding any other ordinance or provision of the San Fernando City Code, no application for a building permit or other land use entitlement shall be approved for a new "urban lot split" or "two-unit development" (whether the project is the construction of two new units or adding a second unit) unless it satisfies all the requirements in Section C of this Ordinance. These interim regulations shall remain in effect for so long as this Ordinance remains in place or until such time as the same are amended by new permanent regulations that comply with new State regulations.
- B. The City shall not approve an application for a new urban lot split and/or two-unit development unless the proposed subdivision and/or housing project satisfies all of the standards below. An application for a new urban lot split and/or two-unit development that satisfies each of the below standards shall be approved by the Community Development Director following a ministerial review for compliance. A proposal for development under this section shall be initiated by an application on a form prescribed by the City together with the required fee.
- C. Except as otherwise provided under this Ordinance or under Government Code Section 65852.21 and Section 66411.7 the following conditions and restrictions shall apply to any proposed urban lot split and two-unit development:

1. Purpose.

The provisions of this section establish interim standards and procedures for projects developed pursuant to the regulations included in state Senate Bill 9 (SB 9).

2. Definitions.

For the purposes of this section, certain words and phrases used in this section are defined as follows:

Front lot means when an urban lot split creates two lots where there was previously one lot, the lot with the most frontage on the primary street shall be considered the front lot.

Rear lot means when an urban lot split creates two lots where there was previously one lot, the lot with the least frontage on the primary street shall be considered the rear lot.

Rear lot front setback means the distance between the front lot line and closest element of a building or structure on the site area of a rear lot created by an urban lot split. The front lot line of such rear lot may also be the rear lot line of the front lot, and shall be the lot line closest to, and parallel to the primary street.

Second primary dwelling unit means a dwelling unit constructed on a lot zoned single-family residential as permitted pursuant to the requirements of this Ordinance and SB 9.

Senate Bill 9 or SB 9 means the state law passed by the California state senate and approved by the Governor on September 16, 2021. The bill amends Government Code section 66452.6 and adds to sections 65852.21 and 66411.7 of Chapter 162, and takes effect on January 1, 2022.

Two-unit development means a housing development containing two dwelling units on a lot zoned single-family residential (R-1) pursuant to the requirements of this Ordinance and SB 9.

Urban lot split means a parcel map subdivision of a single family residential parcel as permitted pursuant to SB 9 that creates no more than two parcels of approximately equal lot area.

3. Applicability.

The provisions of this section shall apply to residential projects and urban lot splits with Single-Family Residential (R-1) zone that are proposed pursuant to the regulations in SB 9. Except as expressly provided in SB 9 or in this section, all other regulations of the underlying zone of a property developed pursuant to SB 9 shall apply, along with all other applicable regulations related to any urban lot split or two-unit development.

4. General Requirements; Covenant Required.

A property owner seeking to complete an urban lot split, or develop units on a single-family residential property pursuant to the regulations set forth in SB 9 and the standards in this section, shall be subject to the following general requirements, which shall be accepted and acknowledged by the property owner by signing and recording a covenant against the property. The covenant shall be supplied by the City and provide as follows:

- A. The short term rental defined as rentals of any duration less than 31 consecutive calendar days of any units on the site shall be prohibited;
- B. Non-residential uses on the site shall be prohibited;

- C. Any subsequent urban lot split of land that was previously subdivided with an urban lot split shall be prohibited;
- D. The owner of the property for which an urban lot split is proposed shall sign an affidavit stating that the owner intends to occupy one of the housing units as their principal residence for at least three years from the date of the approval of the urban lot split; and
- E. If, pursuant to SB 9, more than one unit is developed on a lot, one of such units shall be rented or leased at a rate affordable to low income tenants, if it is rented. Upon request from the City, the property owner shall furnish a copy of the rental or lease agreement of any unit created by SB 9 that is rented or leased; and
- F. The owner of the property for which an urban lot split is proposed shall sign an affidavit stating that neither the owner nor any person acting in concert with the owner of the parcel being subdivided has previously subdivided an adjacent parcel using an urban lot split as provided for in this section.

5. Urban Lot Split Regulations.

Approval of a tentative parcel map or parcel map for urban lot split shall not result in a subdivision of more than two lots for a single-family residential lot, pursuant to the regulations contained in SB 9 as follows:

- A. No lot resulting from an urban lot split shall be smaller than 1,200 square feet.
- B. The two resulting lots shall be of approximately equal lot area, and not smaller than 48% or larger than 52% of the lot area of the original parcel.
- C. No flag lots shall be created as a result of an urban lot split.
- D. The width of any lot resulting from an urban lot split shall not be less than 75% of the original lot width.
- E. No right-of-way dedications shall be imposed upon urban lot split projects.

6. Maximum Number of Units.

- A. For projects that include an urban lot split, no more than two units may be located on a lot that results from an urban lot split. The units must conform to the objective standards included in this section. Existing and proposed ADUs and Junior ADUs shall be counted toward the maximum number of units permitted.
- B. For projects that do not include an urban lot split, no more than three units (including one ADU, and one Junior ADU) may be located on a site. The units must conform to the objective standards included in this section and as otherwise regulated by ADU or Junior ADU regulations.

C. No second primary dwelling units shall be permitted on a property already developed with an ADU and/or Junior ADU. No ADU or Junior ADU shall be permitted on a property developed with a second primary dwelling unit.

7. Maximum Unit Size.

No unit constructed pursuant to SB 9 regulations shall be more than 800 square feet in size. For the purposes of this section, basements shall count as floor area.

8. Maximum Unit Height.

No unit constructed pursuant to SB 9 regulations shall exceed 14 feet and one story in height.

9. Setbacks.

- A. Side and rear setbacks. Any units constructed pursuant to the provisions of SB 9 shall have a minimum four foot setback from all side and rear lot lines.
- B. Front setback for a front lot shall be the setback as established in the Zoning Code for R-1 Zone.
- C. Front setback for a rear lot created by the urban lot split shall be ten feet. The front lot line shall be the lot line closest to, and parallel to the primary street.
- D. Setbacks for existing structures. No setbacks shall be required if a unit is constructed within the footprint of an existing structure on a lot.

10. Minimum Width of Building.

The front most unit constructed on a site with street frontage shall have a minimum unit width of 40 feet or 75% of the lot width, whichever is less.

11. Design of Unit.

- A. The front most unit constructed on a front lot shall have a front door facing the street.
- B. Each unit on each lot created by an urban lot split shall have a separate entrance.
- C. Any unit other than front most unit, or the front most unit on the front lot, shall be completely screened by either: 1) other unit(s) on the lot; or 2) landscaping.
- D. Additions or new second primary dwelling units added to sites where an existing structure will be retained must match the architectural style of the existing dwelling including but not limited to the roof pitch, window size, window type, exterior building materials, lighting fixtures, and paint colors.

12. Parking.

A. Parking required - One uncovered parking space is required for each unit created pursuant to SB 9, unless the parcel upon which the unit is created is within one-half mile of a high quality transit corridor or a major transit stop, or a car share vehicle facility located within one block of the project.

B. Parking location restrictions

- 1. Parking shall not be provided within a front setback.
- 2. Rear lot parking shall be accessed via an alley, if there is an alley.

13. Affordable Rental Rate Required.

If more than one unit is developed on a single lot using SB 9, one of such units shall be available at a rental rate affordable to low income tenants if it is rented. Upon request by the City, a property owner shall furnish the rental or lease agreements for any units rented or leased on a parcel that was developed pursuant to the regulations outlined in this section.

14. Open Space.

Urban dwelling units must provide a minimum of 400 square feet of private open space. The open space must be directly accessible to the unit it serves.

15. Building Separation.

No detached second primary dwelling unit shall be closer than six feet to any other accessory building or primary dwelling unit, on the same lot or parcel. The six-foot distance shall be measured from the closet points of the building walls or structure walls. A minimum of four feet shall be maintained between eave overhangs, chimneys, bay windows or any other architectural feature.

16. Compliance with Standards Cannot Physically Preclude Minimum Unit Size Requirements.

The standards set forth in this Chapter shall not physically preclude the construction of up to two dwelling units per parcel and shall not preclude each unit from being at least 800 square feet in floor area, unless otherwise permitted by law. In such event, the housing development shall comply with the objective standards to the maximum extent necessary as determined by the Community Development Director that will not preclude the construction of up to two units per parcel with at least 800 square feet in floor area.

17. Adverse Impact Findings

The Building Official, or his or her designee, may make a written finding to deny an urban lot split or the construction of units pursuant to the regulations of SB 9. Such findings shall be based upon the preponderance of evidence that the proposed housing development project would have a specific, adverse impact (as defined in paragraph (2) of subdivision (d) of Government Code Section 65589.5) upon the public health and safety or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact."

SECTION 3. Written Report Required by Government Code Section 65858(d).

The City Council hereby adopts as its written report required by Government Code Section 65858(d), the published staff report that accompanied this Urgency Ordinance for the Public Hearing held February 22, 2022. The staff report is included as part of the City's online agenda archive and photocopies can also be made available to interested members of the public upon request.

SECTION 4. CEQA Finding.

The City Council hereby finds that this Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) (the "common sense exemption") and Section 15378 ("not a project") since it can be seen with certainty that adopting an ordinance to comply with the state law provisions of SB 9 will not have a significant effect on the environment. Adopting the Urgency Ordinance is also exempt under Government Code Section 66411.7, subd. (n) which exempts cities' adoption of ordinances implementing that section of SB 9 from CEQA.

SECTION 5. Penalty.

Violation of any provision of this Ordinance shall constitute a misdemeanor and a civil violation subject to the penalties provided for under Article II (General Penalties) and Article III (Administrative Penalties – Citations) of Chapter 1 (General Provisions and Penalties of the San Fernando City Code. Each and every day such a violation exists shall constitute a separate and distinct violation of this Ordinance. In addition to the foregoing, any violation of this Ordinance shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.

SECTION 6. Severability.

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

SECTION 7. Savings Clause.

Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City, or within the territory comprising the City, shall in any manner affect the prosecution for the violation of any ordinance, which violation was committed prior to the effective date of this Ordinance, nor be construed as a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinances.

SECTION 8. Effective Date And Extension Of Urgency Ordinance

If adopted by at least four-fifths vote of the City Council, this Urgency Ordinance shall be effective commencing as the 45-day expiration date of Urgency Ordinance No. 1706 (the "Effective Date"). This Urgency Ordinance shall, in turn, expire, and its standards and requirements shall terminate, ten (10) months and fifteen (15) from the Effective Date, unless extended by the City Council at a noticed public hearing, pursuant to Government Code Section 65858.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a special meeting held on this 1st day of March, 2022.

Mary Mendoza, Mayor of the City of

San Fernando, California

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, Assistant City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing Interim Urgency Ordinance No. U-1707 was adopted at a special meeting of the City Council of the City of San Fernando, California held on the 1st day of March, 2022 by the following vote of the City Council:

AYES: Rodriguez, Montañez, Ballin, Pacheco, Mendoza - 5

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 7 the day of March, 2022.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Matt Baumgardner, Director of Public Works

Date: January 3, 2023

Subject: A Public Hearing to Consider Adopting a Resolution Approving the Financing for

an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services for Solar, Heating, Ventilation,

and Air Conditioning, and Battery Energy Storage Systems at City Facilities

RECOMMENDATION:

It is recommended that the City Council:

a. Conduct a Public Hearing;

b. Pending public testimony, provide direction on the financing terms (Attachment "A") for an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services for either:

Option No. 1: (Full Project; Full Financing): Install Solar, Heating, Ventilation, and Air

Conditioning (HVAC), and Battery Energy Storage Systems (BESS) at City Facilities and finance the unfunded balance of approximately \$4,500,000;

OR -

Option No. 2: (Full Project; Partial Financing): Install Solar, Heating, Ventilation, and Air

Conditioning (HVAC), and Battery Energy Storage Systems (BESS) at City Facilities, appropriate an additional \$1 million toward the project, and

finance the unfunded balance of approximately \$3,500,000;

OR -

Option No. 3: (HVAC Only Project; Full Financing): Install HVAC only at the Police

Department facility and finance the unfunded balance of approximately

\$2,500,000; or

OR -

PUBLIC WORKS DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1222

WWW.SFCITY.ORG

REVIEW: ⊠ Finance Direct

□ City Manager

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Option No. 4: (HVAC Only Project; No Financing): Install HVAC at the Police Department facility and appropriate an additional \$2,500,000 toward the project.

- c. Adopt Resolution No. 8203 (Attachment "B") approving required findings and authorizing the City Council to approve the financing terms with Hannon Armstrong Capital, LLC, for an Energy Saving Performance Contract with Willdan Energy Solutions; and
- d. Authorize the City Manager to execute all related documents.

BACKGROUND:

- 1. On May 8, 2020, staff applied for grant funds under the Self-Generation Incentive Program (SGIP) developed by the California Public Utilities Commission (CPUC) and administered by a group of four utility agencies, including Southern California Edison (SCE).
- 2. In January 2021, CPUC accepted the City's applications for the installation of Battery Energy Storage Systems (BESS) at the Police Department and Public Works Operations Facilities in the amounts of \$394,400 and \$189,550, respectively.
- 3. On February 1, 2021, the City Council approved a deposit of \$30,000 to reserve the City's spot in the SGIP for the BESS projects at the Police Department and Public Works facilities.
- 4. On December 14, 2021, staff released a Request for Proposals (RFP) for design and construction management services for Solar, HVAC, and Battery Energy Storage Systems at the Police Department and Public Works Operations facilities, as well as an alternate contract item for City Hall.
- 5. On January 4, 2022, staff received three proposals from qualified and experienced MEP (mechanical, electrical, and plumbing) engineering firms: NAI Consulting, P2S ENG, and Willdan Energy Solutions.
- 6. On January 18, 2022, the City Council awarded a contract to Willdan Energy Solutions for feasibility analysis and design of Solar, HVAC, and BESS projects at City facilities.
- 7. On November 21, 2022, the City Council awarded an Energy Services Performance Contract to Willdan Energy Solutions for turn-key design, engineering, and construction services for Solar, Heating, Ventilation, and Air Conditioning, and Battery Energy Storage Systems at City Facilities. Staff was directed to return at a future meeting to discuss financing and funding options for the contract.

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ANALYSIS:

Willdan Energy Solutions conducted an analysis and redesign of the HVAC system located at the Police Department facility, as well as performing a design of new solar and Battery Energy Storage Systems (BESS) to be installed at the Police Department and Public Works facilities. In order to facilitate this work, the City was approved for rebate incentives in 2021 through the Self-Generation Incentive Program (SGIP), which aims to support the deployment of BESS projects throughout the State. These incentives are paid out over a period of six years and would help to offset the project costs related to BESS installations at the Police Department and Public Works facilities.

At the time of awarding the contract to Willdan Energy Solutions, a total of \$1,416,500 was set aside for any future projects involving Solar, HVAC, and BESS at City facilities, through the General Fund, as well as Water and Sewer Enterprise funds. The total cost of future projects were unknown, but the desire of staff was to begin analysis of the facilities, with a priority being placed on the failing HVAC system at the Police Department.

The HVAC system at the San Fernando Police Department, which was installed in 1988, has been inadequate to keep up with cooling the entire facility. Over the last three years, there has been an annual average of 20 service call-outs by an outside maintenance contractor to address various issues with the aging system. The addition of the new citywide radio system equipment at the Police Department facility requires proper cooling and ventilation to prevent the technology and communications equipment from overheating, which has created the critical need of having this system replaced in the timeliest manner possible. The 24-hour nature of the Police Department facility, its critical role in providing public safety and emergency services to the community, and its high-energy use requires a prioritized approach to introducing energy-efficient HVAC equipment upgrades.

Willdan Energy Solutions developed the following three scopes for the project:

Scope No. 1: Police Department HVAC Redesign and Replacement

- Demolish and dispose existing variable air volume (VAV) system, five rooftop units, mixed air unit and exhaust fans.
- Install new variable refrigerant flow (VRF) heat recovery system to allow for simultaneous heating and cooling.
- Install new dedicated outdoor air systems.
- Install VRF refrigerant piping.
- Install two high-efficient roof top units.
- Duct modifications throughout the buildings.
- Install new exhaust fans.
- Install new building management system to control all the HVAC systems.
- Test and commission the mechanical and controls system.

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Scope No. 2: Battery Energy Storage System (BESS)

- BESS to be installed at Police Department (120 kW/516 kWh) and Public Works Building (120 kW/258 kWh).
- Install BESS, isolation transformers and requisite controls to operate for economic benefit (peak demand shaving and energy rate arbitrage) and SGIP requirements per manufacturer's instructions.
- Includes 10-year service warranty.

Scope No. 3: Solar Photovoltaic (PV) System

- Solar PV at Police Department (122.4 kW-DC) car port canopy structure.
- Furnish and install the PV system including panels, racking, inverters, electrical connections and necessary ADA related upgrades.
- Coordinate with local electric utility.
- Design, furnish and install array lighting for canopy systems and integrate into existing lighting controls to be compliant with CA Title 24.
- Test and commission all installed solar PV systems.
- Install Data Acquisition System (DAS) that monitors all solar PV performance and provide remote access to City.

While all three scopes were approved at the City Council meeting of November 21, 2022, direction was provided to staff to engage with the Willdan Energy Solutions team to explore financing terms with multiple scenarios that would allow for further discussion.

Energy Services Contract – California Government Code Section 4217.

Sections 4217.10 through 4217.18 of the California Government Code allow for public agencies to contract with consultants to provide turn-key construction services for energy services contracts, including HVAC, Solar and BESS installations. This section of the government code requires a public hearing be held to consider any outside financing for such a turn-key contract and that 14 days notification be provided to the public. The notice for the public hearing was published in the San Fernando Sun on December 15, 2022.

Options for Financing the Project.

Staff engaged with the Willdan Energy Solutions team to discuss the option of financing a portion of the Energy Saving Performance Contract based on different levels of City funding for either the full scope or the HVAC-only project. Willdan Energy Solutions explored financing terms with Hannon Armstrong Capital, LLC using different funding contributions from the City, which resulted in a range of financed amounts as follows:

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	Full Sc	ono	EII ¢	cope - \$1M	ш			Only - 855 Additional
				tional Funding		•	Fund	
Total Project Cost	\$	5,645,679	\$	5,645,679	\$	3,449,941	\$	3,449,941
City Funding	\$	1,203,333	\$	2,203,333	\$	1,005,086	\$	1,449,941
Financed Amount	\$	4,442,346	\$	3,442,346	\$	2,444,855	\$	2,000,000

Depending on the level of contribution and the project scope, the City is looking at a range of financed amounts of \$2,000,000 to \$4,442,346. These terms are at a fixed rate of 4.69% over a period of 252 months (21 years). A project cash flow statement (Attachment "C") is provided for each project illustrating the repayment amount required each year and the net savings gained through the project. Annual debt payments range from \$350,000 per year (for \$4.5 million financed) to \$190,000 per year (for \$2.5 million financed). The minimum amount that can be financed is \$2 million.

BUDGET IMPACT:

Funds were appropriated from the General Fund, Water Fund, and Sewer Fund to complement the funds available from SGIP (\$583,950) to cover expenses for the initial professional services contract with Willdan Energy Solutions (\$212,717) and any future construction costs of \$1,787,283 for a total appropriation amount of \$2,000,000. The funding is broken down as follows:

Sources			
Fund	Account Number	Allocation -	Allocation –
		Full Project	HVAC Only
SGIP	010-390-0765-4600	\$ 583,950	\$0
General Fund	001-190-0765-4932	\$ 1,217,803	\$ 1,217,803
Water Fund	070-385-0765-4932	\$ 169,926	\$0
Sewer Fund	072-365-0765-4932	\$ 28,321	\$ 0
Total		\$ 2,000,000	\$ 1,217,803

Uses			
Description	Original Budget	Full Project	HVAC Only
Engineering Design	\$ 212,717	\$ 212,717	\$ 212,717
Construction	\$ 1,787,283	\$ 5,432,962	\$ 3,237,224
Total	\$ 2,000,000	\$ 5,645,679	\$ 3,449,941
Difference(Surplus/Deficit)		\$ 3,645,679	\$ 2,232,138

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It should be noted that SGIP and Water and Sewer Enterprise Funds can only be used for the Full Project option since this scenario includes BESS project installations. These sources could not be used for HVAC-only scenario at the Police Department facility.

Staff has included available fund balances for General Fund reserves and ARPA funds for City Council to consider. The City's General Financial Policy outlines use of reserves. The City defines surplus as the variance between General Fund Revenues and Expenditures. The initial 20% of surplus is prioritized as Contingency Funds. After Contingency Funds are satisfied, the remaining balance is available for appropriation. Whether financing, using funds on hand or any combination of the two, fund balances will be reduced.

POTENTIAL FUNDING SOURCES							
Fund	Description	Fund	Available				
rulia	Description	Balance	Balance				
General Fund	Audited Reserve Balance	\$10,223,657	\$6,001,107				
Allocated ARPA Fund	Solar Power at City Facilities	\$300,000	\$300,000				
Unallocated ARPA Funds	Remaining ARPA Balance	\$1,007,232	\$1,007,232				

CONCLUSION:

It is recommended that the City Council provide direction for funding the unfunded portion of the project, as follows:

- Option No. 1. Proceed with the full combined project using a combination of existing appropriated funds and financing the approximate balance of \$4,500,000; or
- Option No. 2. Proceed with the full combined project using a combination of existing appropriated funds, contributing an additional \$1,000,000 from potential funding sources, and financing the approximate balance of \$3,500,000; or
- Option No. 3. Proceed with the HVAC-only project using a combination of existing appropriated funds and financing the approximate balance of \$2,500,000; or
- Option No. 4. Proceed with the HVAC-only project using a combination of existing appropriated funds and contributing an additional \$2,500,000. Under this option, the City would not pursue any financing.

Adopt Resolution No. 8203 approving required findings and authorizing the City Council to approve the financing terms with Hannon Armstrong Capital, LLC, for an Energy Saving Performance Contract with Willdan Energy Solutions, if appropriate.

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ATTACHMENTS:

- A. Financing Terms with Hannon Armstrong Capital, LLC
- B. Resolution No. 8203
- C. Project Cash Flow Statements



December 12, 2022

Zhen Han Senior Vice President, Project Finance Willdan Group, Inc.

RE: City of San Fernando, CA TELP Financing Proposal

Dear Mr. Han,

Hannon Armstrong Capital, LLC ("Hannon Armstrong") is pleased to present this proposal (the "Term Sheet") in connection with the above referenced finance request. Hannon Armstrong has been a strategic financing partner to Willdan Group, Inc. ("Willdan") for several years on multiple energy efficiency projects.

Hannon Armstrong (NYSE: HASI) has a long history, dating to the early 1980's, of providing financing solutions for energy projects. We provide debt and equity financing for sustainable infrastructure projects that increase energy efficiency, provide cleaner energy sources, positively impact the environment or make more efficient use of natural resources. Our team funds over \$1 billion of such projects on an annual basis.

Hannon Armstrong is a uniquely qualified partner for Willdan for the following reasons:

- Public Sector Expertise Hannon Armstrong has financed energy projects for over 20 years and has closed over \$8 billion across more than 500 transactions.
- Capability for Significant In-House Due Diligence The principals of Hannon Armstrong have
 extensive knowledge of the public sector, project finance, and the development and operation of
 energy performance contracts. We have engineering expertise on staff to help facilitate and
 expedite review of the work contemplated by the project. Hannon Armstrong has closed numerous
 transactions in the capacities of primary investor, senior lender, and securitization lead.
- Long Term Partner Hannon Armstrong prides itself on partnering with industry leaders such as Willdan. We actively seek long-term assets. In choosing to go public, we made the conscious decision to raise permanent capital as opposed to being structured as a fund to avoid having to liquidate investments at the end of a seven to ten year fund life. As such, we expect to service our investment throughout the life of the assets and will continue to provide Willdan with ongoing value above and beyond our capital investment.
- Capital Markets Experience and Relationships Hannon Armstrong is publicly traded and an
 active participant in the capital markets, including for purposes of securing leverage across a variety
 of asset classes and capital market segments. In particular, we have extensive experience in
 optimizing and obtaining market-leading structured credit solutions as required in our energy
 efficiency and renewable energy portfolios.



Relevant Similar Project Financings

- \$28 Million Energy Efficiency Upgrade Georgia World Congress Center: Hannon Armstrong financed the cost of chilled water & heating plant upgrades, interior/exterior lighting improvements, new water/kitchen features and upgrades, and retro-commissioning through a 17yr energy savings performance contract between with the Georgia World Congress Center at the 4th largest convention center complex in the U.S.
- \$60 Million Energy Efficiency Upgrade Baltimore City, MD Public Schools: Hannon Armstrong financed a comprehensive energy efficiency upgrade and HVAC installation across over 100 Baltimore City Public School facilities. These upgrades were funded through two separate phases over a 4-year period under a contingent payment agreement.
- \$27 Million Energy Efficiency Upgrade Louisville Jefferson City, KY Metropolitan Government:
 Hannon Armstrong financed HVAC, lighting, water fixture, building envelope, and other efficiency
 improvements across 181 government facilities. The upgrades were financed through a contingent
 payment agreement with a 25-year term.

Using our direct origination platform, Hannon Armstrong has become a leading provider of financing for energy efficiency, wind, and solar projects and presently manages approximately \$8 billion of assets. We are confident that Hannon Armstrong's strengths will enable us to provide the financing Willdan needs to support its customer.

On the following pages we have summarized our proposal. We have a high degree of flexibility to customize our financing structures to best accommodate the accounting and credit treatment goals of Willdan and its Customers.

Please reach out to Ryan Beard, available via email: rbeard@hannonarmstrong.com or by phone: 410-216-5122, should you have any questions.



TERM SHEET

TYPE OF FINANCING: Tax-exempt Equipment Lease Purchase Agreement (the "Lease")

with Lessor taking a security interest constituting a first lien on

the Equipment being financed.

LESSEE: City of San Fernando, CA

LESSOR: Hannon Armstrong, or its designee or assignee

EQUIPMENT: Solar, EV Charging, Lighting Controls, Plug Load Controls, and

Transformers

ESCO: Willdan Group, Inc.

COUNSEL TO THE LESSOR: TBD

ESCROW AGENT: TBD

COMMENCEMENT DATE: On or about January 31, 2023

AMOUNT TO BE FINANCED: Approximately \$4,500,000 but dependent upon the selection of

one of the below options:

	Full S	cope -	Full	Scope - \$1M	HVA			C Only - 1,855 Additional
	Curre	nt Funding	Add	itional Funding	Cur	rent Funding	Fund	ding
Total Project Cost	\$	5,645,679	\$	5,645,679	\$	3,449,941	\$	3,449,941
City Funding	\$	1,203,333	\$	2,203,333	\$	1,005,086	\$	1,449,941
Financed Amount	\$	4,442,346	\$	3,442,346	\$	2,444,855	\$	2,000,000

LEASE TERM: Two hundred fifty-two (252) months, consisting of a 12-month

construction period plus 240 months of amortization

INTEREST RATE: 4.69% (fixed for the entire term)

TAX STATUS: Tax-Exempt

FINAL MATURITY: February 1, 2043

LEASE RENTAL PAYMENTS: Annual Lease Payments as outlined in the attached schedule.

PURCHASE OPTION: The City shall have the right to purchase the Equipment upon

giving written notice to the Lessor at least 30 days before the

date of purchase, in accordance with the following:



CONTRACT NO. 2131

DOCUMENTATION:

Prepayment Period	Prepayment Premium
Commencement – 7/1/2032	3.00%
7/2/2032 – 7/1/2037	2.50%
7/2/2037 and thereafter	2.00%

This financing is subject to the execution of mutually acceptable documentation to be prepared by Counsel. Documents will include those that are normal and customary for a transaction of this type and size and may include, but are not limited to:

- Equipment Lease Purchase Agreement
- Escrow Agreement
- Lessee's Closing Certificate with evidence of authorization
- Essential Use Certificate
- Opinion of Lessee's Counsel (at Lessee's expense)
- IRS Form 8038-G
- Evidence of Insurance
- Copy of Energy Services Contract
- Payment and Performance Bonds with Dual Obligee Rider
- UCC-1 Financing Statements

FEES OF THE LESSOR:

\$15,000 for legal/structuring

Any costs of issuance incurred by the City such as financial advisory, placement agent and legal counsel shall be the responsibility of the City and can be included in the Amount to be Financed.

ASSIGNMENT BY THE LESSOR:

The Lessor shall have the right at any time to further assign its interest in this financing, but no such assignment shall be effective unless and until a notice has been delivered to the City that discloses the name and address of the assignee. Such assignment, transfer or conveyance shall be made only to (i) an affiliate of the Lessor or (ii) banks, insurance companies or other financial institutions or their affiliates.

IRS CIRCULAR 230 DISCLOSURE:

The Lessor and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not written or intended to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with the Lessor of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.



CONTRACT NO. 2131

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The Lessor is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and its related rules and regulations. In providing this Term Sheet, the Lessor is not providing any advice, advisory services, or recommendations with respect to the structure, timing, terms, or similar matters concerning an issuance of municipal securities. This Term Sheet is a commercial, arms-length proposal that does not create a fiduciary duty by Lessor to the City or the Corporation. The City may engage, separately and at its own cost, an advisor to review this Term Sheet and the proposed transaction on the City's behalf.

CREDIT APPROVAL:

This Term Sheet is subject to formal credit approval by Lessor and the execution of mutually acceptable documentation.

PROPOSAL EXPIRATION:

Unless accepted by the City or extended in writing by Lessor at its sole discretion, this Term Sheet shall expire on January 12, 2023. Once accepted, this Term Sheet shall expire if the financing is not completed by February 10, 2023.

Upon receipt of the signed Term Sheet, we will endeavor to provide you with a timely commitment and we will use good faith efforts to close on the financing based on the terms herein. It is a pleasure to offer this financing proposal to the City, and we look forward to your favorable review.

Respectfully,

Ryan J. Beard Director, Credit Investments Hannon Armstrong

AGREED AND ACCEPTED (subject to board approval prior to closing):

City of San Fernando, CA

By:		
Title:	Nick Kimball, City Manager	
Date: _		

RESOLUTION NO. 8203

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING REQUIRED FINDINGS AND AUTHORIZING THE CITY TO APPROVE THE FINANCING TERMS WITH HANNON ARMSTRONG CAPITAL, LLC

WHEREAS, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

WHEREAS, California Government Code Section 4217.10 to 4217.18 authorizes the City Council of the City of San Fernando (the "City") to enter into an energy services contract for the implementation of energy related improvements in public buildings or City-owned property if the City Council finds that it is in the best interest of the City to enter into such energy service contract energy service contract and that the anticipated cost to the City for thermal energy, electrical energy or conservation services provided by the energy conservation facilities under the contract will be less than the anticipated marginal cost to the City of the thermal, electrical, or other energy that would have been consumed by the City in absence of those purchases; and

WHEREAS, the City desires to reduce the steadily rising costs of meeting the energy needs at its facilities; and

WHEREAS, a set of energy services agreements and related documents have been presented to the City Council (collectively, the "Energy Services Contract") to be executed by and between the City and Willdan Energy Solutions, as further described in the Agenda Report and its attachments (the "Report"), dated November 21, 2022; and

WHEREAS, as described in the Report, the implementation of certain energy measures whose cost to the City such for thermal or electrical energy or conservation services provided under the Energy Services Contract, will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in absent of the implementation of the improvements under the Contract; and

WHEREAS, a duly noticed public hearing, as required by California Government Code Section 4217.12, was held on January 3, 2023, when the facts were presented, comments considered, and findings made regarding the financing terms for the Energy Services Contract; and

WHEREAS, Government Code Section 4217.13 further provides that a public agency may enter into a facility financing contract on terms that its governing body determinates "are in the best interest of the public agency if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, and if the governing body finds that the funds for the repayment of the financing or the cost of design, construction and operation of the emergency conservation facility or both, as required by the contract, are

projected to be available from revenues resulting ... from funding that otherwise would have been used for purchase of electrical, thermal or other energy required by the public agency in the absence of the energy conservation facility..."; and

WHEREAS, at its regular meeting of January 3, 2023 the City Council, in compliance with Government Code Section 4217.13 conducted a duly noticed public hearing to approve a facility financing contract with Hannon Armstrong Capital, LLC on terms described in the materials included with this Resolution as part of the January 3, 2023 public hearing; and

WHEREAS, notice of the public hearing was given no less than two weeks prior to the date of the January 3, 2023 public hearing through publication in the December 15, 2022, Thursday edition of the San Fernando Sun as required by Government Code Section 4217.13.

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

SECTION 1. All the foregoing recitals are true and correct.

SECTION 2. Based on the staff report and other materials included with this Resolution as part of the January 3, 2023 public hearing, execution of a facility financing contract with Hannon Armstrong Capital, LLC on the material terms described in the staff report and other agenda the materials included with this Resolution as part of the January 3, 2023 public hearing is in the best interest of the City and the funds for the repayment of the financing or the cost of design, construction and operation of the energy conservation facility, as required by the contract, are projected to be available from revenues resulting from funding that otherwise would have been used for purchase of electrical, thermal or other energy required by the City in the absence of the energy conservation facilities contemplated under the previously approved energy service contract with Willdan Energy Solutions

SECTION 3. This City Council hereby authorizes the City Manager in consultation with the City Attorney to finalize and execute a facility financing agreement with Hannon Armstrong Capital, LLC on the material terms proposed by Hannon Armstrong Capital, LLC as detailed in the staff report and other material accompanying this Resolution as part of the January 3, 2023 public hearing.

SECTION 4. This Resolution shall take effect immediately upon its adoption by the City Council and 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 3rd day of January, 2023.

Celeste T. Rodriguez, Mayor of the City of San Fernando, California

ATTEST:	
Julia Fritz. City Clerk	

CERTIFICATION

City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a frue, and correct copy of Resolution No. 8203 which was regularly introduced and adopted he City Council of the City of San Fernando, California, at a regular meeting thereof held on day of January, 2023, by the following vote of the City Council:	l by
AYES:	
NAYS:	
ABSENT:	
ABSTAINED:	
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of city of San Fernando, California, this day of January, 2022.	the
Iulio Erita Citu Cloub	
Julia Fritz, City Clerk	

Year	Non-P Energ Saving	y	PV BES Ener Savir	ss gy		al Energy avings	Ma	Deferred intenance Savings	ln	stimated centives (SGIP)	In (2	stimated centives 5.5% ITC rect Pay)		Total Savings	То	tal RePayment	Ne	t Savings
FY 2023	\$ 4,	23	\$ 6	6,296	\$	70,719	\$	365,000	\$	210,222			\$	645,941	\$	350,496	\$	295,445
FY 2024	\$ 4,	600	\$ 6	7,281	\$	71,881	\$	379,600	\$	42,044	\$	683,418	\$	1,176,943	\$	350,630	\$	826,313
FY 2025	\$ 4,	84	\$ 6	8,238	\$	73,022	\$	394,784	\$	42,044			\$	509,850	\$	350,769	\$	159,082
FY 2026	\$ 4,	75	\$ 6	9,164	\$	74,139	\$	410,575	\$	42,044		Ţ.	\$	526,759	\$	350,913	\$	175,846
FY 2027	\$ 5,	74	\$ 7	0,055	\$	75,230	\$	426,998	\$	42,044			\$	544,272	\$	351,063	\$	193,209
FY 2028	\$ 5,	881	\$ 7	0,907	\$	76,288	\$	444,078	\$	42,044			\$	562,411	\$	351,220	\$	211,191
FY 2029	\$ 5,	97	\$ 7	1,715	\$	77,311	\$	461,841				The state of the s	\$	539,153	\$	351,382	\$	187,771
FY 2030	\$ 5,	320	\$ 7	2,474	\$	78,294	\$	480,315			7	7	\$	558,609	\$	351,551	\$	207,058
FY 2031	\$ 6.)53	\$ 7	3,179	\$	79,232	\$	499,528					\$	578,759	S	351,727	\$	227,032
FY 2032	\$ 6.	295	\$ 7	3.824	\$	80,119	\$	519,509				i i	\$	599,628	S	351,910	S	247,718
FY 2033	\$ 6.	47	\$ 7	4.404	S	80.951							\$	80.951	S	352,100	\$	(271,149
FY 2034	\$ 6.	309	\$ 7	4,912	\$	81,721	Ì					Ţ,	\$	81,721	\$	352,298	\$	(270,577
FY 2035		81		5.342	S	82,423	Î		t				\$	82,423	S	352,503	S	(270,080
FY 2036		365		5,686	S	83.051			t			The state of the s	\$	83.051	\$	352,717	S	(269,667
FY 2037	\$ 7.	559		5,937	\$	83,596	9		1			-	\$	83,596	S	352,940	\$	(269,343
FY 2038		966		2.098	S	50,063	7		1			7	\$	50,063	5	353,171	S	(303,108
FY 2039		284	\$ 4	3.384	\$	51,668						*	\$	51,668	S	353,412	S	(301,744
FY 2040	\$ 8.	16	\$ 4	4.705	S	53.321	î		t			i i	\$	53.321	S	353,662	S	(300,341
FY 2041	\$ 8.	060	\$ 4	6.063	S	55,023	Ĭ.					j	\$	55.023	S	353,922	\$	(298,899
FY 2042				7.458	S	56,776	Ì					į.	\$	56,776	S	354,193	S	(297,417
FY 2043		91		8,890	\$	58,582	Ì						\$	58,582			S	58,582
FY 2044	\$ 10.	79		0.362	S	60,441			t			Ĭ	\$	60,441			S	60,441
FY 2045	\$ 10.			1.873	S	62.355	0						S	62.355	3		S	62.355
FY 2046	\$ 10,			3,424	\$	64,325	8		1		*		S	64,325	8		S	64,325
FY 2047	\$ 11.			5.016	S	66,354					-	*	\$	66.354			S	66,354
Total	\$184,2	00	\$1,562	2,685	\$	1,746,885	\$	4,382,229	-	420,444	\$	683,418	\$	7,232,976	\$	7,042,579	\$	190,397
								Financ	in	g Assur	npi	tions						
Total Pro	ject Cost											3.311.2.22.3						\$5,761,660
General I	Funds Cor	tribu	ition															\$1,203,333
SGIP Ince	entive																	\$420,44
otal Fina	anced wit	1 TEI	LP															\$4,558,333
inancing	g Term																	20 Year
Financing Interest Rate											9	4.699						
Energy Escalation Rates												4.09						
	Degradat		71															0.59

HVAC Only Project Cashflow - Tax Exempt Lease Purchase											
Year	Total Energy Savings	Deferred Maintenance Savings		Total Savings	Total RePa	yment	Net Savings				
FY 2023	\$ 4,423	\$ 315,000	\$	319,423	\$	191,058	\$	128,365			
FY 2024	\$ 4,600	\$ 327,600	\$	332,200	\$	191,058	\$	141,142			
FY 2025	\$ 4,784	\$ 340,704	\$	345,488	\$	191,058	\$	154,430			
FY 2026	\$ 4,975	\$ 354,332	\$	359,307	\$	191,058	\$	168,249			
FY 2027	\$ 5,174	\$ 368,505	\$	373,680	\$	191,058	\$	182,622			
FY 2028	\$ 5,381	\$ 383,246	\$	388,627		191,058	\$	197,569			
FY 2029	\$ 5,597	\$ 398,575	\$	404,172	\$	191,058	\$	213,114			
FY 2030	\$ 5,820	\$ 414,519	\$	420,339	117-00-0	191,058	\$	229,281			
FY 2031	\$ 6,053	\$ 431,099	\$	437,152	\$	191,058	\$	246,094			
FY 2032	\$ 6,295	\$ 448,343	\$	454,639	1.00	191,058	\$	263,580			
FY 2033	\$ 6,547		\$	6,547		191,058	\$	(184,511)			
FY 2034	\$ 6,809		\$	6,809	\$	191,058	\$	(184,249)			
FY 2035	\$ 7,081		\$	7,081		191,058	\$	(183,977)			
FY 2036	\$ 7,365	× .	\$	7,365		191,058	\$	(183,693)			
FY 2037	\$ 7,659		\$	7,659		191,058	\$	(183,399)			
FY 2038	\$ 7,966		\$	7,966		191,058	\$	(183,093)			
FY 2039	\$ 8,284		\$	8,284	16.00	191,058	\$	(182,774)			
FY 2040	\$ 8,616		\$	8,616		191,058	\$	(182,443)			
FY 2041	\$ 8,960		\$	8,960		191,058	\$	(182,098)			
FY 2042	\$ 9,319	4	\$	9,319	\$	191,058	\$	(181,739)			
FY 2043	\$ 9,691		\$	9,691			\$	9,691			
FY 2044	\$ 10,079	×	\$	10,079			\$	10,079			
FY 2045	\$ 10,482		\$	10,482			\$	10,482			
FY 2046	\$ 10,901		\$	10,901			\$	10,901			
FY 2047	\$ 11,337		\$	11,337			\$	11,337			
Total	\$184,200	\$ 3,781,924	\$	3,966,124	\$ 3,82	21,162	\$	144,962			
		Financi	ng	Assump	tions						
Total Pro		\$3,449,941									
General F		\$1,005,086									
SGIP Ince	\$0										
Total Fina	\$2,444,855										
Financing	20 Years										
Financing	4.69%										
Energy Es	4.0%										
Solar PV	Solar PV Degradation Rates										
O&M Esca	4.0%										

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Matt Baumgardner, Director of Public Works

Date: January 3, 2023

Subject: Consideration to Award a Construction Contract for Phase 2 of the Annual Street

Resurfacing Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the lowest responsive bid in the amount of \$3,610,154 from American Asphalt South, Inc. for construction of these improvements;
- b. Approve a construction contract with American Asphalt South, Inc. for an amount not-toexceed \$3,610,154 (Attachment "A" - Contract No. 2130);
- c. Adopt Resolution No. 8204 (Attachment "B") amending the budget of Fiscal Year (FY) 2022-2023 to increase total project expenditures by \$1,860,926 to \$6,460,154; and
- d. Authorize the City Manager to execute all related documents.

BACKGROUND:

- 1. On October 3, 2022, the City Council authorized the formal solicitation of bids for the Phase 2, Annual Street Resurfacing Project.
- 2. On October 4, 2022, staff sent the bid package to various construction bid rooms and advertised the project in the San Fernando Valley Sun Newspaper and on the City website.
- 3. On November 3, 2022, the City received five bids ranging in price from \$3,610,154 to \$4,026,688.
- 4. On December 5, 2022, the City Council directed staff to return at a future meeting with potential funding sources in order to consider the award of the contract for the full scope of the Phase 2 Annual Street Resurfacing Project.

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 Phase 2 of the Annual Street Resurfacing ProjectPage 2 of 4

ANALYSIS:

The City has an ongoing Annual Street Resurfacing Program to address deferred maintenance and improve the general condition its approximate 50 miles of streets and alleys. The City receives approximately \$2 million annually in street repair allocations from various State and County funding sources to put toward this program. With the current increases in construction costs, the City could only complete up to two miles of paving using traditional thin overlay pavement treatments, which is estimated to cost approximately \$1 million per mile. In order to meet the City Council's Strategic Goal of rebuilding the City's infrastructure, staff developed a plan in 2021 to address more of its streets through a much more cost effective slurry seal treatment rather the costly thin overlay treatment. The original plan was to complete approximately 30 miles of street resurfacing in two phases: Phase 1 treatment (18 miles) for streets that are in fair condition and a Phase 2 treatment (12 miles) for streets that are in worse condition and require a more robust slurry seal. This is approximately 60 percent of the City's overall street inventory.

Phase 1 of Annual Street Resurfacing Project.

The City has divided this year's Annual Street Resurfacing Project into two phases. The City Council previously approved a contract for Phase 1 of the project, which focuses on preserving approximately 18 miles of streets that are in fair condition and extending their useful life. This work is currently under way and will continue through the winter months.

Phase 2 of Annual Street Resurfacing Project.

Phase 2 areas require a more robust two- and three-step slurry seal process for streets that are moderately-to-significantly deteriorated with cracks and potholes. These are streets that typically require an overlay treatment. This two- and three-step process involves multiple layers of asphalt slurry that help to fill, level, and create a more acceptable travel surface to the road at a significant reduction in price, when compared to traditional overlays. Based on original estimates, staff requested bids for up to an additional 12 miles of streets (see Attachment "C") that would be paved using the two- and three-step slurry process. This bid was released on October 4, 2022.

Bid Analysis.

The City's pavement engineering consultant, GMU Engineering, and City staff reviewed the bids from the following five slurry seal contractors: Manhole Adjusting, Inc., Roy Allan Slurry Seal, Inc., Pavement Coatings Co., American Asphalt South, Inc., and All American Asphalt. The five contractors are all considered experienced at performing the more robust slurry seal scope for the two- and three-step process discussed above. The highest and lowest bids were within 11.5 percent of each other, which indicates that the bids were competitive and reasonable considering the current slurry seal construction market. Unfortunately, the lowest bid of \$3,610,154 exceeded the City's budget of approximately \$1.75 million by more than double. As with other recent construction bids, the City is observing a considerable increase in pricing as a result of much higher labor and material costs in the current economic environment.

Consideration to Award a Construction Contract for Phase 2 of the Annual Street Resurfacing ProjectPage 3 of 4

Direction from City Council.

Based on this bid analysis, staff recommended to City Council, at its meeting of December 5, 2022, a reduction of scope to the project so that a re-bided project would be closer to the original budget and engineer's estimate. The re-scoped project would have resulted in a reduction of approximately six miles of streets being resurfaced using the two-step and three-step process.

Upon deliberation and discussion of the re-scoped project, staff was given direction to return to City Council with the original scoped project and list of available funds that could be used to fund the full 12 miles of streets to be paved.

BUDGET IMPACT:

The Annual Street Resurfacing Project is being funded through a combination of State and County funds that are allocated each year to the City based on population size. These funding sources include SB 1 and Gas Tax from the State, as well as Measure M, Measure R, and Proposition C from Los Angeles County. A total of \$4,599,228 is available in Fiscal Year (FY) 2022-2023, including \$2,015,053 in new funds allocated to the City. It is anticipated that up to \$2,400,000 will be used for Phase 1 of the Annual Street Resurfacing Project and the remainder of the balance (\$1,749,288) is available to fund Phase 2 of the project.

SOURCES			
Fund	Account Number	P	Allocation
SB 1	025-3623-0000	\$	1,863,953
Measure R	012-3210-0000	\$	831,678
Measure M	024-3210-0000	\$	1,088,635
Proposition C	008-3210-0000	\$	512,296
State Gas Tax	011-3610-0000	\$	64,571
Capital Outlay	032-3970-0000	\$	238,094
Total Sources:		\$	4,599,228

USES			
Activity	Account Number	Original Cost	Updated Cost
Design/Construction	008/011/012/024/025-	\$ 450,000	\$ 450,000
Management	/032-311-0560-4600	\$ 4 50,000	
Construction – Phase 1	008/011/012/024/025/	\$ 2,400,000	\$ 2,400,000
Construction – Phase 1	032311-0560-4600	\$ 2,400,000	
Construction – Phase 2	008/011/012/024/025/	\$ 1,749.228	\$ 3,610,154
Construction – Phase 2	032-311-0560-4600	Ş 1,/49.228	
Total Uses:		\$ 4,599,228	\$ 6,460,154

The total project costs are made up of design/construction management (\$450,000), Phase 1 construction (\$2,400,000), and Phase 2 construction (\$3,610,154) for a total amount of

Consideration to Award a Construction Contract for Phase 2 of the Annual Street Resurfacing ProjectPage 4 of 4

\$6,460,154. Based on the direction of City Council, staff is presenting the potential funding sources that are available to make up the estimated difference of **\$1,860,926** between what was budgeted for FY 2022-2023 (\$4,599,228) and what is needed to complete Phases 1 and 2 of the project (\$6,460,154).

POTENTIAL FUNDING SOURCES				
Fund	Description	Fund	Available	
rulia	Description	Balance	Balance*	
General Fund (001)	Audited Reserve Balance	\$10,223,657	\$6,001,107	
Unallocated ARPA Funds (121)	Remaining ARPA Balance	\$1,007,232	\$1,007,232	
Unallocated Measure R (012)	Total Roads Impr. Fund	\$1,185,891	\$19,436	
Unallocated Measure M (024)	Traffic Relief Tax Fund	\$1,409,850	\$178,915	
Unallocated SB1 (025)	Road Maint. & Rehab Fund	\$1,537,258	\$65,064	
Unallocated State Gas Tax (011)	State Gas Tax Fund	\$71,119	\$179,159	

^{*} Includes FY2021/2022 Fund Balance and Anticipated FY2022/2023 Revenues and Expenditures

The total available funding from special funds is \$442,574.

CONCLUSION:

If City Council elects to use available funding, it is recommended that the City Council approve and authorize the City Manager to execute a construction contract with American Asphalt South, Inc. and all recommended actions necessary to successfully execute Phase 2 of the Annual Street Resurfacing Project.

ATTACHMENTS:

A. Contract No. 2130, including:

Exhibit A: Bid Proposal

Exhibit B: List of Subcontractors

Exhibit C: Bid Bond

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

B. Budget Resolution No. 8204

C. List of Streets to be paved in Phase 2 of Annual Street Resurfacing Project

CONSTRUCTION CONTRACT/AGREEMENT

FISCAL YEAR 2022-2023 PHASE 2, ANNUAL STREET RESURFACING PROJECT JOB NO. 7619, PLAN NO. P-741

THIS AGREEMENT, made and entered into this 3rd day of January 2023, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and American Asphalt South, Inc., "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

- 1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved FISCAL YEAR 2022-2023 PHASE 2, ANNUAL STREET RESURFACING PROJECT JOB NO. 7619, PLAN NO. P-741, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.
- 2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **FISCAL YEAR 2022-2023 PHASE 2, ANNUAL STREET RESURFACING PROJECT JOB NO. 7619, PLAN NO. P-741**, (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated November 1, 2022.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of <u>THREE-MILLION</u>, <u>SIX HUNDRED TEN THOUSAND</u>, <u>AND ONE HUNDRED FIFTY FOUR DOLLARS</u> (\$3,610,154.00).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within <u>ninety (90)</u> working days.

CONSTRUCTION CONTRACT/AGREEMENT

CONTRACT NO. 2130

Fiscal Year 2022-2023, Phase 2, Annual Street Resurfacing Project JOB NO. 7619, PLAN NO. P-741

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- 5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: One Thousand Dollars (\$1000.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.
- 6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.
- 7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.
- 8. CONTRACTOR, by executing this Agreement hereby certifies: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 9. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

CONSTRUCTION CONTRACT/AGREEMENT

CONTRACT NO. 2130

Fiscal Year 2022-2023, Phase 2, Annual Street Resurfacing Project JOB NO. 7619, PLAN NO. P-741

Page 2 of 3

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

	CONTRACTOR
	BY
	Title
	BY
	Title
	CITY OF SAN FERNANDO A California Municipal Corporation
	NICK KIMBALL, CITY MANAGER
ATTEST:	
JULIA FRITZ, CITY CLERK	
APPROVED AS TO FORM:	
RICHARD PADILLA, ASSISTANT CITY ATTORNEY	

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:

FISCAL YEAR 2022-2023
PHASE 2, ANNUAL STREET RESURFACING PROJECT
JOB NO. 7619, PLAN NO. P-741

The undersigned hereby proposes to furnish all labor, materials, notifications, equipment, tools, transportation, and services to perform all work required and to complete said work within **ninety (90)** 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.

Dated

American Asphalt South, Inc.

Bidder

Signature

Teff Pethy,

Name (Print/Type)

Presiden +

BID SCHEDULE FISCAL YEAR 2022-2023 PHASE 1, ANNUAL STREET RESURFACING PROJECT JOB NO. 7619, PLAN NO. P-741

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED	UNIT PRICE	ITEM TOTAL
1	PROVIDE TRAFFIC CONTROL	LS	1	\$ 285,000.00	\$ 285,000.00
2	MICRO-MILLING (5 FT WIDE, 1/2" DEEP TO 0" DEEP)	SF	143,600	\$ 0.30	\$43,086.00
3	MICRO-MILLING (5 FT WIDE, 1" DEEP TO 0" DEEP)	SF	387,050	\$ 0.33	\$ 127,726,50
4	REMOVE AND CONSTRUCT PCC CURB AND GUTTER PER SSPWC STANDARD PLAN 120-3	LF	1,200	\$ 95.00	\$ 114,000.00
5	MICROSURFACING TYPE III	TN	2,285	\$ 275.50	\$ 629,517.50
6	ARAM 3/8" SCREENINGS	SF	1,838,155	\$ 0.55	\$ 1,010,985.25
7	EMULSION-AGGREGATE SLURRY TYPE II WITH 2.5 % LATEX	TN	2,250	\$ 269.50	\$ 606,375.00
8	6" DIG-OUTS REMOVAL	SF	17,000	\$ 3.50	\$ 59,500.00
9	6" DIG-OUTS TYPE IIIC3 PG 64-10 (R15) AC CONSTRUCTION	TN	640	\$ 215.00	\$137,600.00
10	FURNISH AND INSTALL SIGNING, STRIPING AND PAINT ALL HOUSE NUMBERS WITHIN PROJECT LIMITS	LS	1		\$ 192,500.00
11	ADJUST WATER VALVE BOX FRAME AND COVER TO GRADE	EA	293	\$655.00	\$ 191,915.00
12	ADJUST MANHOLE FRAME AND COVER TO GRADE	EA	169	\$810.00	\$136,890.00
13	2-STEP PROCESS TEST STRIP (PER ALL PROJECT REQUIREMENTS)	LS	1	\$15,000.00	\$15,000.00
14	3-STEP PROCESS TEST STRIP (PER ALL PROJECT REQUIREMENTS)	LS	1	\$20,000.00	\$ 20,000.00
15	ADJUST GAS VALVE BOX FRAME AND COVER TO GRADE	EA	23	\$655.00	\$ 20,000.00 \$ 15,065.00 \$ 25,000.00 \$ 3,610,154.25
16	RESIDENT NOTIFICATIONS	LS	1	\$ 25,000.00	\$25,000.00
			SUBTOTA	AL ITEMS 1-16	\$3,610,154.25

The bidder acknowledges rece	eipt of the following addendum issued for the above project.
List of Addendum Received:_	L

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.

CONTRACTOR INFORMATION

Address 19192 E	- 1 hiring hora	l, Riverside, co	4 92509	
Telephone 909/411-8	216 Fax (909)4	127-8219 E-mail _	EApeamericapas	phattsouth. co.
Type of Firm: Individual (
Corporation organized und	ler the laws of the Stat	e of <u>California</u>		
Contractor's License Numb	per <u>184969</u> Stat	te A Classification A	Expiration Date	9/30/2024
DIR Registration Number	1000000645	Expiration Date _	June 30th A	025
Names and titles of all offi	cers of the firm			
Jeff Rethy -	President			
Tim Giffin-	Secretary			
Art Fatition	- Treasurer			

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: <u>PAVEM GUT VECYCLIDUG SYSTEMS, DUC</u>
Address of office, mill or shop: 10240 SAN SEVALUE WAY, JURUPA VALLEY
Specific description of subcontract: MICLO -MILITAGE
License No.: <u>569352</u> Amount of Subcontract: <u>\$123,766.00</u>
DIR Registration Number: 1000003363 Expiration Date: 06/30/2023
Name under which subcontractor is licensed: AMELICAN PANTA SUSTEMS
Address of office, mill or shop: 1012 11774 STREET, MODESTO
Specific description of subcontract: ARM INSTRUMENTAL
License No.: 43792 Amount of Subcontract: 4554, 077.50
DIR Registration Number: 1000000 207 Expiration Date: 06/30/2025
Name under which subcontractor is licensed: MAN HOLE ADJUSTED TAC
Address of office, millor shop: 9500 BEVERY RD, PILO RIVERA
Specific description of subcontract ADJUST UTILITIES D. D.
License No.: 398443 Amount of Subcontract 312, 235.00
DIR Registration Number: 100000 4104 Expiration Date: 06/30/2023
Name under which subcontractor is licensed: <u>CAL-STRIPE</u>
Address of office, mill or shop: 2040 E. STEEL ROAD, COLTON, CA
Specific description of subcontract: <u>STRIFING</u>
License No.: <u>685387</u> Amount of Subcontract: <u>\$ 174,730.00</u>
DIR Registration Number: 1000001100 Expiration Date: 06/30/2023

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California. Name under which subcontractor is licensed: ONYX PANDS COMPANY, INC Address of office, mill or shop: 2890 E LA CRESTA AVE, ANAHEDA Specific description of subcontract: CONCRETE AND ASPHALT ITEMS License No.: 630360 Amount of Subcontract: 4345,000,00 DIR Registration Number: 1000004798 Expiration Date: 00/30/2023 Name under which subcontractor is licensed: EBS UTILITIES Address of office, mill or shop: 1345 QUARRY ST #101 CORONA, CA Specific description of subcontract: ADJUST UTILITIES License No.: 932798 Amount of Subcontract: \$221,140,00 00004286 DIR Registration Number: 100004268 Expiration Date: 06/30/2023 D.D. Name under which subcontractor is licensed: 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 licensed: Address of office, mill or shop: _____ Specific description of subcontract: License No.: Amount of Subcontract: DIR Registration Number: Expiration Date:

EXHIBIT "C" CONTRACT NO. 2130

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:		
that we, American Asphalt So	outh, Inc.	as Principal,
and Everest Reinsurance	Company	ac Suroh
are held and firmly bound unto the City of San	Fernando in the sum o	ofas surecy,
Ten Percent of Amount Bid		(\$ 10% of Amount Rid)
to be paid to the said City of its certain Attorned which sum well and truly made, we bind our successors or assigns, jointly and severally, firm THE CONDITION OF THIS OBLIGATION bounden American Asphalt Sout to construct FY 2022-2023 Phase 2 Annual Structs (insert names of streets and limits to be improved the City of San Fernando, and if the above bound and assigns, shall duly enter into and execute a and deliver the two bonds described within tenthe mailing of a notice to the above bounden by and from the said City of San Fernando the obligation shall become null and void; otherwise IN WITNESS WHEREOF, we hereunto see	rselves, our heirs, exemly by these presents. I IS SUCH, that if the centh, Inc. treet Surfacing Job No. 7 yed) dated November 3 den his heirs, executors, a contract for such consider (10) days (not including American Asphalts) at said contract is reached it shall be and remain	ertain proposal of the above is accepted by administrators, struction, and shall execute g Sunday) from the date of South, Inc. dy for execution, then this in full force and virtue.
October , 2022. Principal American Asphalt South, Inc. By Jeff Petty	Surety Everest Rei	insurance Company
its President	Its Kathleen Le, At	torney-In-Fact
By I'm Griffin	Ву	
its Secretary	Its	
Surety signatures on this bond must be acknown ower of attorney must be attached to the bond pehalf of a surety. All notices and demands to the surety shall be deverest Reinsurance Company 100 Everest Way, Warren Corporate Center	nd to verify the authori	ty of any party signing on
Warren, NJ 07059		

ACKNOWLEDGMENT

certificate verifies only the id- who signed the document to attached, and not the truthful validity of that document. State of California	which this certific	cate is
County of San Bernar	dino)	
On November 1, 2022	before me,	Rosa Maria Arteaga- Notary
		(insert name and title of the officer)
personally appeared Jeff Pe	etty and Tim Gri	iffin
within instrument and acknowle	edged to me that nat by his/her /thei	, who proved to me erson(s) whose name(s) ie/are subscribed to the he/she/they executed the same in his/her/their ir signature(s) on the instrument the person(s), or
the entity upon behalf of which		ted, executed the instrument. ne laws of the State of California that the foregoing

Signature Rosa Maria Artegora (Seal)

EXHIBIT "C"
CONTRACT NO. 2130



Signature _2

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

attached, and not the truthforwalidity of that document.	ulness, accuracy,	or		
State of California County of <u>Sacramento</u>				
On October 20, 2022	before me.	S. Sm	ith, Notary Public	
		(ins	sert name and title	of the officer)
who proved to me on the basi subscribed to the within instru his/her/their authorized capac person(s), or the entity upon b I certify under PENALTY OF F	ment and acknow ity(ies), and that be pehalf of which the PERJURY under t	rledged to by his /he person	to me that he/she/ter/their signature(s) (s) acted, executed	hey executed the same in on the instrument the d the instrument.
paragraph is true and correct. WITNESS my hand and official			5	S. SMITH COMM. #2285964 Notary Public - California

(Seal)



POWER OF ATTORNEY EVEREST REINSURANCE COMPANY DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Elizabeth Collodi, John Hopkins, John J. Weber, Joseph H. Weber, Renee Ramsey, Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Mary Collins, Kristie Phillips, Claudine Gordon, Michael K. Feeney, Samantha Watkins, Phil Watkins, Brad Espinosa, Paula Sena, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, and Sharon Smith

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.

Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly swom, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens County Term Expires April 25, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 20th day of 0ctober 20 22.

ES 00 01 04 16

RESOLUTION NO. 8204

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

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2022-2031, commencing July 1, 2022, and ending June 30, 2023; and

WHEREAS, the City Council has determined that it is necessary to amend the expenditures of the current City budget; and

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2022 and ending July 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:

PHASE 2 OF THE ANNUAL STREET RESURFACING PROJECT

Fund 032-311-0560-4600:

Increase in Expenditures

\$1,860,926.00

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 3rd day of January, 2023.

ATTEST:	
	Celeste T. Rodriguez, Mayor of the City of
	San Fernando, California
Julia Fritz, City Clerk	_

CERTIFICATION

I, City Clerk of the City of San Fernando, Califorr true, and correct copy of Resolution No. 8204 the City Council of the City of San Fernando, Cal 3 rd day of January, 2023, by the following vote o	which was regularly introduced and adopted by ifornia, at a regular meeting thereof held on the
AYES:	
NAYS:	
ABSENT:	
ABSTAINED:	
IN WITNESS WHEREOF, I have hereunto City of San Fernando, California, this day	set my hand and affixed the official seal of the of January, 2023.
	 Julia Fritz, City Clerk
	Julia Fritz, City Cierk

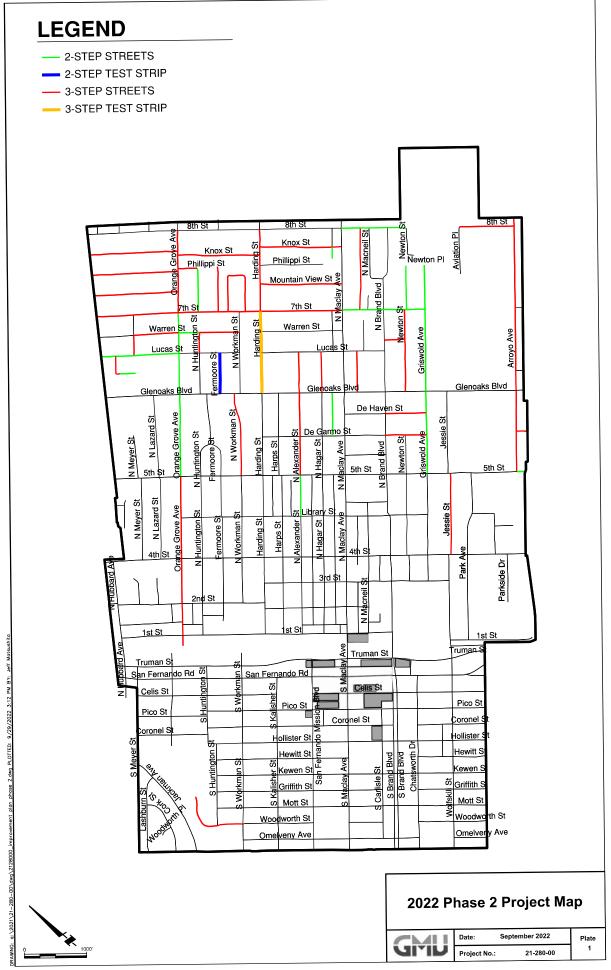


Plate 2.1 - FY 2022-2023 Phase 2 - Annual Street Resurfacing Project 2-Step Process Streets



GMU Project No 21-280-00

Street Name	From	То	
GRISWOLD AVENUE	N/S GLENOAKS BL	END	
NEWTON STREET	N/S SEVENTH ST	END	
FAYECROFT STREET	CDS	END	
WARREN STREET	E/S HUNTINGTON ST	E/S ORANGE GROVE AVI	
ALLEY WO MACLAY	S/S KNOX ST	END	
DONNAGLEN AVENUE	E/S FAYECROFT AVE	END	
SEVENTH STREET	W/S GRISWOLD AVE	E/S BRAND BL	
FIFTH STREET	E/S ARROYO AVE	CITY LIMITS EAST	
ORANGE GROVE AVENUE	S/S SEVENTH ST	N/S GLENOAKS BL	
ALLEY WO MACLAY	S/S GLENOAKS	N/S DEGARMO	
GRISWOLD AVENUE	N/S FIFTH ST	S/S GLENOAKS BL	
SEVENTH STREET	E/S BRAND BL	E/S MACLAY AVE	
ALEXANDER STREET	S/S FIFTH ST	N/S LIBRARY ST	
EIGHTH STREET	E/S NEWTON PL	E/S MACLAY AVE	
FERMOORE STREET	S/S LUCAS ST	N/S GLENOAKS BL	
LUCAS STREET	W/S ORANGE GROVE AVE	E/S HUBBARD ST	
HUNTINGTON STREET	N/S SEVENTH ST	N/S PHILLIPPI ST	
ORANGE GROVE AVENUE	S/S GLENOAKS BL	N/S FIFTH ST	

Plate 2.2 - FY 2022-2023 Phase 2 - Annual Street Resurfacing Project 3-Step Process Streets



GMU Project No 21-280-00

Street Name	From	То
HAGAR STREET	N/S GLENOAKS BL	S/S LUCAS ST
DE GARMO STREET	E/S ARROYO AVE	CITY LIMITS EAST
PHILLIPPI STREET	E/S HUBBARD ST	W/S ORANGE GROVE ST
ORANGE GROVE AVENUE	S/S FOURTH ST	N/S FIRST ST
ORANGE GROVE AVENUE	S/S FIFTH ST	N/S FOURTH ST
ALLEY EO MACLAY	S/S EIGHTH ST	N/S SEVENTH ST
SHADOW LANE	N/S SEVENTH ST	END
KNOX STREET	E/S ORANGE GROVE AVE	W/S HARDING ST
CHIVERS STREET	E/S HUBBARD ST	W/S ORANGE GROVE ST
WORKMAN STREET	N/S FIFTH ST	S/S GLENOAKS BL
KNOX STREET	E/S HUBBARD ST	W/S ORANGE GROVE ST
SEVENTH STREET	E/S HARDING AVE	E/S ORANGE GROVE AVE
KNOX STREET	E/S HARDING AVE	W/S MACLAY AVE
MOUNTAIN VIEW STREET	W/S MACLAY AVE	E/S HARDING AVE
FERMOORE DRIVE	W/S WORKMAN ST	W/S FERMOORE ST
HARDING STREET	S/S SEVENTH ST	N/S GLENOAKS ST
ALLEY EO MACLAY	S/S LUCUS ST	N/S GLENOAKS
ARROYO STREET	N/S 5TH ST	S/S GLENOAKS BL
HARDING STREET	N/S EIGHTH ST	N/S SEVENTH ST
DE GARMO STREET	W/S GRISWOLD AVE	E/S BRAND BL
DE HAVEN STREET	W/S GRISWOLD AVE	E/S BRAND BL
FERMOORE STREET	S/S FERMOORE DR	N/S SEVENTH ST
ORANGE GROVE AVENUE	S/S EIGHTH ST	N/S SEVENTH ST
SEVENTH STREET	W/S MACLAY AVE	E/S HARDING AVE
ARROYO STREET	N/S GLENOAKS BL	S/S BORDEN AVE
NEWTON STREET	S/S SEVENTH ST	N/S GLENOAKS BL
PHILLIPPI STREET	E/S ORANGE GROVE AVE	W/S HUNTINGTON ST
WARREN STREET	W/S ORANGE GROVE AVE	E/S MEYER ST
WORKMAN STREET	N/S SEVENTH ST	N/S FERMOORE DR
ALEXANDER STREET	S/S LUCAS ST	N/S GLENOAKS BL
ARROYO STREET	S/S BORDEN AVE	S/S EIGHTH ST
HUNTINGTON STREET	S/S WARREN ST	N/S LUCAS ST
SEVENTH STREET	E/S ORANGE GROVE AVE	E/S HUBBARD ST
WARREN STREET	W/S WORKMAN ST	E/S HUNTINGTON ST
EIGHTH STREET	W/S ARROYO AVE	W/S AVIATION PL
JESSIE STREET	S/S GLENOAKS BL	N/S FIFTH ST
WOODWORTH STREET	E/S HUNTINGTON ST	W/S WORKMAN ST
WOODWORTH STREET	CDS	W/S HUNTINGTON ST
ALEXANDER STREET	S/S GLENOAKS BL	N/S FIFTH ST
ORANGE GROVE AVENUE	S/S FIRST ST	END
LUCAS STREET	W/S NEWTON ST	E/S BRAND BL

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Julia Fritz, City Clerk

Date: January 3, 2023

Subject: Consideration to Approve City Council Liaison and Ad Hoc Assignments

RECOMMENDATION:

It is recommended that the City Council review and approve the recommended 2023 Liaison Assignments (Attachment "A").

BACKGROUND:

- 1. On December 12, 2022, the City Council conducted the annual reorganization and selected Councilmember Celeste T. Rodriguez to serve as Mayor and Councilmember Mary Mendoza to serve as Vice Mayor. The terms of office of the Mayor and Vice Mayor shall be for one year, or until their successors have been chosen.
- 2. Pursuant to Section 11.2 of the City Council Procedural Manual, the annual City Council reorganization involves, in part, new (or re-appointed) liaison appointments.

ANALYSIS:

Liaison Assignments.

As a local municipality, the City is entitled to appoint members to serve on various regional boards and commissions to provide input on regional policy through service on other governmental organizations. Pursuant to Section 11.2 of the City Council Procedures Manual, the Mayor, with the consent of the majority of the City Council, may appoint Councilmembers to serve on liaison assignments.

Mayor Rodriguez's liaison appointments are included as Attachment "A."

CITY CLERK DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1204

WWW.SFCITY.ORG

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Consideration to Approve City Council Liaison and Ad Hoc Assignments

Page 2 of 2

Ad Hoc Committees.

Ad Hoc Committees typically consist of two Councilmembers, have a clear and definite scope, and dissolve upon completion of the scope, unless otherwise extended by the City Council with a revised scope. Ad Hoc committees are less formal than standing committees and are, therefore, not subject to the requirements of the Ralph M. Brown Act. Pursuant to Section 12.1 of the City Council Procedures Manual, the Mayor may, subject to concurrence of a majority of the City Council, designate standing and ad hoc committees and make appointments to all committees.

Mayor Rodriguez has chosen to align Ad Hoc Committee appointments with the City's Strategic Goals and will bring those items together at the next regular City Council meeting.

BUDGET IMPACT:

The City Council annual updates to the Liaison Assignments and Ad Hoc Committees are included in the City Clerk Department's regular work plan and, therefore, are incorporated in the Fiscal Year 2022-2023 Adopted Budget.

CONCLUSION:

It is recommended that the City Council review and approve appointments to the City Council Liaison Assignments (Attachment "A") to ensure consistent and appropriate representation in various governmental associations of which the City is a participating member.

ATTACHMENT:

A. City Council Liaison Assignments

January 3, 2023 CC Regular Meeting AND ERNANDO

City Council Liaison Assignments

Revised by City Council: Pending Page 1 of 2

	AGENCY/COMMITTEE	MEETING DAY	APPOINTEE(S)	COMMENTS
1	San Fernando Downtown Mall Merchants Association	Mornings (as needed)	Cindy Montañez	Pending Finalization -Memorandum of Understanding with SF Mall Merchants Association
2	City Selection Committee (L.A. County)	Night	Delegate: Celeste Rodriguez Alternate: Mary Mendoza	Mayor servces as Delegate
2.a	City Selection Committee (L.A. County) - Library Commission - Third District	Night	Mary Mendoza	LA County City Selection Committee appoints representativeto serve on applicable area district for a 2-year term. Mary Mendoza appointed to the Third District to the Library Commission from 5/1/2022 and expires 4/30/2024.
3	Valley Economic Alliance	Day	Cindy Montañez	
4	Independent Cities Association (ICA)	Night	Delegate: Mary Solorio Alternate: Joel Fajardo	
5	Contract Cities Association (CCA)	Night Quarterly	Delegate: Celeste Rodriguez Alternate: Mary Solorio	
6	Independent Cities Risk Management Authority (ICRMA)	Day	Delegate: Nick Kimball Alternative: Michael Okafor Sub Alternate: Vacant	Adoption of a new Resolution is required when representatives are changed
7	Independent Cities Finance Authority (ICFA)	Day	Delegate: Joel Fajardo Alternate: Mary Mendoza	Adoption of a new Resolution is required when representatives are changed
8	League of California Cities	1st Thursday Night	Delegate: Mary Mendoza Alternate: Celeste Rodriguez	
9	San Fernando Valley Council of Governments (SFVCOG)	TBD	Delegate: Mary Solorio Alternate: Joel Fajardo	

January 3, 2023 CC Regular Meeting SANFERNANDO

City Council Liaison Assignments

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	AGENCY/COMMITTEE	MEETING DAY	APPOINTEE(S)	COMMENTS
10	Southern California Association of Governments (SCAG)	1st Thursday Morning	Delegate: Celeste Rodriguez Alternate: Cindy Montañez	SCAG requests appointments annually for: 1) Regional Councilmember Representative (San Fernando alternates with Santa Clarita by vote of SCAG)- Santa Clarita Expires: 3/2023; and 2) A Voting Delegate & Alt. to represent at General Assembly is a Separate Designation by Council action.
11	Metropolitan Water District of Southern California (MWD)	Day	Adan Ortega	Appointment - Adopted by Resolution No. 2021
12	Los Angeles County Metropolitan Transportation Authority (MTA) San Fernando Valley Service Council	1st Wednesday Evening	Robert C. Gonzales In July 2023 - Joel Fajardo	Current term expires 2023, seat is shared among San Fernando, Burbank and Glendale. Elected Official is not a requirement to serve
13	Greater Los Angeles County Vector Control District	2nd Thursday Evening	Sylvia Ballin	Term of Office Option: a. 2-year: 1/4/23 to 1/4/25 b. 4-year: 1/4/23 to 1/4/27 Elected official not required to serve
14	Upper Los Angeles River and Tributaries Working Group (Mountains Recreation and Conservation Authority) (ULAR)	•	Delegate: Celeste Rodriguez Alternate: Matthew Baumgardner Sub. Alternate: Julian Venegas	Upon Annual CC Reorganization the appointed Mayor automatically serves on board, per ULAR and Tributaries Policy

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AGENDA REPORT

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To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Julian J. Venegas, Director of Recreation and Community Services

Date: January 3, 2023

Subject: Consideration to Award a Professional Services Agreement to Pacoima Beautiful,

to Provide Community Engagement Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" Contract No. 2129) with Pacoima Beautiful in an amount not-to-exceed \$50,000 to provide Community Engagement services for the Las Palmas Park Revitalization Project and the Pioneer Park Playground Renovation Project; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

- 1. On July 10, 2020, the California Department of Parks and Recreation released the Statewide Park Development and Community Revitalization Grant Program (SPP) Round 4, for revitalizing projects throughout the State. SPP allocated \$395.3 million in competitive grant funding to create, expand or renovate parks in low-income and disadvantaged communities.
- On February 16, 2021, the City Council authorized staff to submit an SPP grant application for Recreation, Las Palmas, and Pioneer parks for facility renovations identified in the Parks and Recreation Master Plan adopted in 2018 to enhance recreational opportunities for the community.
- 3. Throughout the application process, staff discussed the renovation projects of the three park applications with the Parks, Wellness, and Recreation Commission. In addition, staff conducted several community meetings via Zoom and in person to gather feedback relating to the park renovation projects. The final grant application included the community's feedback on the planned renovations.

RECREATION AND COMMUNITY SERVICES DEPARTMENT 208 PARK AVENUE, SAN FERNANDO, CA 91340 (818) 898-1290 WWW.SFCITY.ORG

Consideration to Award a Professional Services Agreement to Pacoima Beautiful, to Provide Community Engagement Services

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- 4. On December 8, 2021, the California Department of Parks and Recreation informed the City that the Las Palmas Park Revitalization Project was selected for funding. The grant award of \$4.2 million includes pre-construction costs to assist with plan development, design specifications, cost estimates, and construction documents.
- 5. On September 19, 2022, the City Council directed staff to implement a comprehensive community engagement plan for the Las Palmas Park Revitalization Project. The consensus of the City Council was to seek a local community based organization (CBO) to provide community outreach services.
- 6. On October 4, 2022, staff released a Request for Proposals for community engagement services to gather input from residents and stakeholders of the Las Palmas Park Revitalization project and the Pioneer Park Playground Renovation project.

ANALYSIS:

The Recreation and Community Services (RCS) Department is embarking on several renovation projects at Las Palmas Park and Pioneer Park that will enhance the recreational opportunities for the community. It is vital that the Department obtain residential and stakeholder feedback to build the park amenities that the community desires.

Both Las Palmas Park and Pioneer Park have received grant funds from the State (Prop. 68) and from Los Angeles County (Measure A) to build or renovate major recreational features in the parks. The grants allow approximately 25% of the funds to be used towards pre-construction costs such as community engagement. The consensus of the City Council on September 19, 2022, was to seek a local non-profit CBO to conduct the community engagement services, and that the selected CBO would work closely with the selected design firm to incorporate the residents' input in the final design of the park renovations.

The initial Request for Proposals (RFP) released on October 4, 2022, did not result in any responses. RCS staff reached out to three local CBOs (Pacoima Beautiful, Pueblo Y Salud, Inc., and San Fernando Valley Partnerships, Inc.) and extended the due date of the RFP until October 31, 2022. Pacoima Beautiful was the only CBO that responded to the RFP with a proposed scope and budget. The Director of RCS and the Assistant to the City Manager met with the Executive Director and the Director of Organizing from Pacoima Beautiful to discuss their proposal and the City's needs.

The proposed community engagement services agreement with Pacoima Beautiful is for two current park revitalization projects: 1) Las Palmas Park Revitalization Project, and 2) Pioneer Park Playground Renovation. The majority of the community engagement workload is related to the Las Palmas Park Revitalization Project, which involves a complete makeover of the outdoor

Consideration to Award a Professional Services Agreement to Pacoima Beautiful, to Provide Community Engagement Services

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recreational features and some interior renovations. The Pioneer Park Playground Renovation, which is a much smaller project, includes the renovation of the playground and outdoor exercise equipment. Staff anticipates Pacoima Beautiful the proposed agreement will be split 80/20 between the Las Palmas and Pioneer Park projects, respectively.

Both projects require Pacoima Beautiful to work closely with the selected design firm and the City to assure the community's voice is heard during the design phase of the projects. The collaboration will involve Pacoima Beautiful leading the face-to-face interaction with the public, hosting community meetings, pop-ups, and interviewing key stakeholders. The selected design firm will provide most of the content for the community outreach effort producing meeting materials that may include technical renderings, site plans, and preliminary and final project design plans. For each project, the City will produce a social media campaign, develop an online survey, and establish outreach boundaries for targeted advertising. The collective effort will produce a clear understanding of the residents' vision for the Las Palmas Revitalization Project and the Pioneer Park Playground Renovation.

Based on the review of Pacoima Beautiful proposal (Exhibit "A" of Attachment "A") and their subsequent follow-up meeting with City staff, it is recommended that the City enter into a Professional Service Agreement with Pacoima Beautiful to provide community engagement services for the Las Palmas Revitalization Project and the Pioneer Park Playground Renovation Project. Pacoima Beautiful will use a multipronged approach to solicit feedback on the projects, a description of these methods is provided in their proposal. The effort will include the following:

- Door-to-Door Outreach
- Community Events/Pop-Ups
- Digital Outreach
- Survey
- Community Meetings
- Meetings with City Staff
- Interview Key Stakeholders (Focus Groups)

BUDGET IMPACT:

The Pre-construction funds available for the Las Palmas Revitalization Project are \$705,830 and the total funds available for the Pioneer Park Playground Renovation Project are \$372,905. The compensation for Pacoima Beautiful service is \$50,000. This cost will be split between the Las Palmas Project and the Pioneer Project at an 80/20 (\$40,000/\$10,000) split respectively.

Sufficient funding for both projects is incorporated in the City's Adopted Fiscal Year 2022-2023 Budget Capital Improvement Project appropriations. The Statewide Park Development and Community Revitalization Grant funds the Las Palmas Park project Account No. 010-422-0156-

Consideration to Award a Professional Services Agreement to Pacoima Beautiful, to Provide Community Engagement Services

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4600 and the Pioneer Park project is funded by State's Prop. 68 Per Capita Grant Account No. 010-420-0671-4600 and the Los Angeles County Regional Parks and Open Space Grant Account No. 010-423-3643-4600.

CONCLUSION:

It is recommended that the City Council approve a Professional Services Agreement Contract No. 2129 with Pacoima Beautiful in an amount not-to-exceed \$50,000 to provide Community Engagement and authorize the City Manager to make non-substantive changes and execute all related documents.

ATTACHMENT:

A. Contract No. 2129, including:

Exhibit A: Request for Proposal

Exhibit B: Pacoima Beautiful Proposal



2023

PROFESSIONAL SERVICES AGREEMENT COMMUNITY ENGAGEMENT SERVICES Pacoima Beautiful and City of San Fernando

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 3 day of January 2023 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and PACOIMA BEAUTIFUL, (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, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services for Community Engagement; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of January 3, 2023 under Agenda Item No. 8.

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

i. ENGAGEMENT TERMS

1.1 **SCOPE OF WORK**:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Community Engagement Services", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Community Engagement Services for the City of San Fernando" (hereinafter, the "CONSULTANT Proposal") dated November 15, 2022, The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as Exhibit "A" and "B" respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT PROPOSAL. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency

between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT PROPOSAL, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

B. **IF NO RFP ISSUED:** Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" dated INSERT DATE OF PROPOSAL (hereinafter, the "CONSULTANT Proposal") which is attached and incorporated hereto as **Exhibit "B"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.2 **PROSECUTION OF WORK:**

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before March 30, 2023 (the "Completion Date");
- B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

this Agreement.

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1.3 **COMPENSATION:** CONSULTANT shall perform the Work in accordance with "Proposal Costs/Budget" (hereinafter, the "COMPENSATION RATE"). The notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of Fifty Thousand Dollars (\$50,000) (hereinafter, the "Not-to-Exceed Sum") during the prosecution of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Notto-Exceed Sum or any other CITY approved amendment to the compensation terms of

- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of the work requested in Section 1.1, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, 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 will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 **ACCOUNTING RECORDS:** CONSULTANT will 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 will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will 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 will 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

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CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVE:** The CITY hereby designates Julian Venegas, Director of Recreation and Community Services (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates Veronica Padilla-Compose, Executive Director, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will 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 will constitute notice to CONSULTANT.
- 2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:

CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- В. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;

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- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will 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.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. 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
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will 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 will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will 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.

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2.5 The skills, training, knowledge and experience of CONSULTANT are ASSIGNMENT: 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 will 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 will be ineffective, null and void and will constitute a material breach of this Agreement.

- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows:
 - Melanie Torres, Community Organizer
 - Gabriel Carrillo, Community Organizer
 - Felipe Escobar, Director of Organizing
 - Juan Cabrera, Communications Associate
 - Veronica Padilla, Executive Director
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will

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at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will 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.

- 2.8 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative 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 will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 **COMPLIANCE WITH LAWS:** CONSULTANT will 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 will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will 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 will 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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CONTRACT NO. 2129

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 will procure and maintain the following insurance coverage, at its own expense:
 - A. <u>Commercial General Liability Insurance</u>: CONSULTANT will 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 will 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 will 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 Two Million Dollars (\$2,000,000.00) 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 will 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 will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

Pacoima Beautiful: Community Engagement Services

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- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will 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 will 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 Representative is authorized to authorize lower ratings than those set forth in this Section.
- **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT will 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 will be in excess of CONSULTANT's insurance and will not contribute with it.
- **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement will 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, its officials, officers, employees, agents and volunteers.
- 2.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will 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 will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- **3.7 FAILURE TO MAINTAIN COVERAGE:** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be

Pacoima Beautiful: Community Engagement Services

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promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.

CONTRACT NO. 2129

3.8 **SPECIAL RISKS OR CIRCUMSTANCES**: CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. **INDEMNIFICATION**

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 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 to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article, or 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.

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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 herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 4.8 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless 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 to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful

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misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 4.9 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 authorized volunteers.
- 4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 authorized 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.
- As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does 4.12 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.
- As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties 4.13 to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any

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other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 **TERMINATION WITHOUT CAUSE:** CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will 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 will 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, will 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") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will 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 will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C, below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will 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 will cure the Event of Default within the following time periods:
 - i. Within ten (10) 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

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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 10-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 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-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 will 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 will include, but will not be limited to the following: CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary 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 will 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

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

CONSULTANT will be liable for all legal fees plus other costs and expenses that

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CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

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- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will 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 will 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 will give the other Party any contractual rights by custom, estoppel, or otherwise.
- **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will 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, designs, 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 will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- **6.2 CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed

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confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will 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.

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- 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.
- **NOTICES:** All notices permitted or required under this Agreement will 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:

Pacoima Beautiful City of San Fernando 12510 Van Nuys Blvd. Suite 302 117 Macneil Street Pacoima, CA 91331 San Fernando, CA 91340

Attn: Veronica Padilla Attn: Recreation and Community Services

Phone: (818) 899-2454 Phone: (818) 898-1290

Such notices will 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.

- **COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- **SUBCONTRACTING:** CONSULTANT will 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, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- **6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

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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. 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 will 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

6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

present or anticipated material benefit arising therefrom.

or her service with CITY, will have any direct interest in this Agreement, or obtain any

- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will 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, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 **SUCCESSORS AND ASSIGNS:** This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 **NO THIRD-PARTY BENEFIT:** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

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- 6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement will 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 will be void and invalid.
- 6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 **ENTIRE AGREEMENT:** This Agreement, including all attached exhibits, constitutes 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, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- **COUNTERPARTS:** This Agreement will be executed in three (3) original counterparts each 6.21 of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made

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to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

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SIGNATURES ON NEXT PAGE

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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		PACOIMA BEAUTIFUL	
Ву:		Ву:	
	Nick Kimball, City Manager		
		Name:	
Date:			
		Title:	
APPROVED AS TO FORM		Date:	
Ву:			
	Richard Padilla, Assistant City Attorney		
Date:			

REQUEST FOR PROPOSALS



The Recreation and Community Services Department is requesting proposals for:

COMMUNITY ENGAGEMENT SERVICES

RELEASE DATE: October 4, 2022

RESPONSE DUE: October 31, 2022

GENERAL INFORMATION

On February 5, 2018, the City Council adopted the Park and Recreation Master Plan (PMP) as an instrument for developing a comprehensive vision for park facility improvements and recreational programs offered to the residents of San Fernando. The PMP identified multiple park improvements that needed to be address in order to continue providing quality recreational programming and services to the community.

The Recreation and Community Services Department manages seven park facilities providing recreational opportunities to the community. All park facilities are conveniently located within a 2-mile radius and easily accessible to residents. Typical amenities include activity rooms, picnic shelters, baseball diamonds, and multi-purpose fields that may be reserved for private use; as well as indoor/outdoor basketball courts, outdoor exercise equipment, and playgrounds. Many of these park amenities are weathered and in dire need of reparation.

The City of San Fernando is embarking is serval park renovations that will enhance the recreational opportunities for the community, and is interested in contracting with an experienced professional firm to provide Community Engagement Services to gather feedback from stakeholders on their vision for what the park renovations could be. The renovation projects that the City is seeking input for including the Las Palmas Revitalization Project and the Pioneer Park Playground Renovation Project.

Both the Las Palmas and Pioneer Park project have received grant funds for the renovations and each has a grant scope that guides the overall project, however, the City is seeking additional input for design elements and to determine if the grant scope still meets the needs of the community. The outreach effort will focus on the residents and neighborhoods within a ½-mile radius of the parks.

The City of San Fernando is 93% Latino with approximately 37% of the population being foreign-born and 18% of the households exhibiting limited English proficiency. Spanish is the predominately spoken language in these hold holds. Therefore, the community engagement shall include methods that reach the non-English speaker. Typical means for reaching the Non-English speaker include translation services, hosting meetings in Spanish, and producing promotional publications in Spanish.

The State of California Department of Parks and Recreation is funding the renovation projects with Prop. 68 grant funds. As such, requires all contracted work to comply with the provisions of §1771.5 of the State Labor Code. Another funding source is the Los Angeles County Measure A administered by the Regional Park and Open Space District (RPOSD), which requires all insurance certificates to name "Los Angeles County Regional Park and Open Space District as an additional insured on all liability insurance policies.

BACKGROUND

The City of San Fernando incorporated in 1911 is governed by a City Council/City Manager form of government with seven departments, consisting of the Administration, City Clerk, Community Development, Finance, Police, Public Works, and Recreation and Community Services Departments. The City employs approximately 125 full-time employees from a total Adopted Budget for the fiscal year 2022-2023 of \$62.7 million, which includes a General Fund

budget of \$22.9 million. The City is a cost-conscious provider of outstanding public services to its citizens and local businesses. The City actively pursues grants to enhance the public services offered to its citizens and local businesses. The Recreation and Community Services Department is currently administering Prop. 68 Per Capita Grant and an RPOSD grant to complete the Las Palmas Revitalization Project and the Pioneer Park Playground Project.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide the Community Engagement campaign to gather feedback from residents and stakeholders. A description of the technical environment, contractor staffing, qualifications, and performance expectations for this RFP follows.

INSTRUCTIONS FOR SUBMITTING FIRM/NGO

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP 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 questions regarding this RFP to Julian Venegas, Director of Recreation and Community Services, via e-mail at jvenegas@sfcity.org. Questions regarding this RFP will be accepted until 4:00 p.m. on Wednesday, October 26, 2022.

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

Bid proposals will be accepted electronically until 11:59 pm on Monday, October 31, 2022. Submissions shall be addressed to Julian Venegas at jvenegas@sfcity.org with the subject line to read, "RFP - Community Engagement Services. Proposals will not be accepted after this deadline.

D. Withdrawal of Proposals

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

E. Rights of the City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in the preparation and submission of proposals or 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 Proposal;
- 4. Postpone opening for its own convenience;
- 5. Remedy technical errors in the Request of Proposal 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 offer; and/or
- 10. Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form Professional Services Agreement contract will be signed after the City Manager's 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.

SCOPE OF WORK

The following section describes the specific service requested by this Request for Proposal. The City's 2018 Park Master Plan identifies park amenities that needed restoration. Both the Pioneer Park Playground Project and the Las Palmas Revitalization Project address those needs. The Pioneer Park playground is weathered and obsolete; the playing surface has dilapidated and is in shambles. The project site is located in an urban neighborhood located at 828 Harding Street, San Fernando, CA 91340. The Las Palmas Park renovation is a transformative project addressing all the major recreational features of the park. The location of Las Palmas Park is 505 Huntington Street, San Fernando, CA 91340.

There will be serval basic park amenities renovated and or constructed per the grant scope of the projects (Pioneer Park and Las Palmas Park). The purpose of this Request for Proposal (RFP) is to

gather feedback from the community regarding the design of these park amenities. Qualified and experienced Firms/NGOs will propose a Community Engagement Plan to gather input on the design elements of these renovation projects.

The following section describes the specific services requested by this RFP.

- The Firm/NGO selected will facilitate a minimum of three community meetings for each project to gather feedback from the community and one meeting with City staff and the design firm of each project to get orientated on the projects.
 - a. One of the Community meetings must be conducted in Spanish
- 2. The Firm/NGO shall reach out to all City residents especially the targeted neighborhoods in and around Las Palmas and Pioneer Parks. Meeting notifications should include seniors, families, and user groups to get a broad range of opinions.
 - a. Notifications will include direct mailers, newspaper ads, email blasts, social media, etc.
 - b. Invites will need to be translated for the Spanish speaker.
 - c. The targeted neighborhoods is within ½ mile of each park.
- 3. Meetings will be hosted in person at a City Facility to be determined; The Firm/NGO shall arrange to have Spanish translation available at the meetings.
 - a. The meetings will be documented, and the findings are to be reported to the City and the design firm.
- 4. The Firm/NGO will implement a survey for each project to gauge the community's priorities.
 - a. The implementation of survey may include but is not limited to phone calls, online invites and person-to-person interaction.
- 5. Interview of key stakeholders
 - a. League Managers
 - b. User groups
 - c. Senior Clubs

INFORMATION TO BE SUBMITTED

The prospective Firm/NGO must address each of the sections below. The proposal must be concise but informative to distinguish the Firm/NGO from other submissions. One digital copy of the proposal can be sent via email to Julian Venegas, Director of Recreation and Community Service at jvenegas@sfcity.org

1. <u>Proposal Summary Section</u> - discuss the highlights, key features, and distinguishing points of the Proposal. Include the contact people who will be working on the project and how to communicate with them.

- 2. <u>Profile Section</u> shall include a brief description of the firm, including size, location of office(s), number of years providing service, the organizational structure of the responsible division, etc. List any litigation past or pending and the results of such litigation.
- 3. Qualifications of the Firm/NGO Section shall include a brief description of the Firm's /NGO's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm/NGO's adherence to the schedule and budget for each project.
- 4. <u>Work Plan Section</u> present a well-conceived service plan. This section of the proposal shall establish the Firm's/NGO's understanding of the City's objectives, work requirements, and the Firm's/NGO's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for providing the service. Describe related service experience by the Firm in similar work. Please describe the role, and extent of services (number of people used, engagement duration, and contract value).
- 5. <u>Project Staffing Section</u> discuss how the Firm/NGO will be providing the service. Team members shall be identified by name, specific responsibilities on the project, and their qualifications. Key Firm personnel will be an important factor considered by the Recreation and Community Services Director. There can be no change of key personnel once the proposal is submitted, without prior approval of the City.
- 6. <u>Proposal Costs Sheet</u> include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City. Also, include the costs for any other services that are considered optional additions.

Community Engagement Services for the City of San Fernando Pacoima Beautiful

Proposal Summary

Pacoima Beautiful is ready to begin the outreach services requested of the City of San Fernando. The scope of work is to provide community engagement services for the Pioneer Park Playground Project and Las Palmas Revitalization Project. Pacoima Beautiful is prepared to provide traditional and non-traditional community engagement and outreach methods to ensure that efforts to reach the community and stakeholders are comprehensive, effective, culturally relevant, and inclusive of disadvantaged and linguistically isolated communities. Pacoima Beautiful will develop a community engagement plan and provide outreach services such as informational mailing, door-to-door outreach, digital outreach, and community meetings/ events. Our organizers on this project will be Melanie Torres and Gabriel Carrillo with support of the Director of Organizing Felipe Escobar and Executive Director Veronica Padilla. Everyone on the team is accessible via email, phone call, or in person.

We understand the population of the City is around 24,000. We anticipate half (12,000) live close to the project area. We hope to communicate with at least 6,000 of these residents at least twice during the project timeline.

Pacoima Beautiful has been engaging community residents on a variety of projects, events, campaigns, measures, initiatives, vision plans, etc. for the last 25 years. We are a trusted community partner. We recognize that as we begin to do outreach we will be learning as to what is working and what is not. However, we have done outreach in this particular area and have had success in responding to our outreach efforts.

We are able to provide monthly reports with sign in sheets, pictures, survey results, social media stats, etc. Organizers will have weekly check-ins with the Director of Organizing to evaluate progress on all deliverables and troubleshoot any challenges.

Organizational Profile

Pacoima Beautiful is a grassroots environmental justice organization that provides education, impacts local policy, and supports local arts and culture in order to promote a healthy and sustainable San Fernando Valley.

Pacoima Beautiful (PB) was founded in 1996 by five relentless mothers who became distraught by the unpleasant sight of trash and toxic smells they endured while walking their young children to school. They knew that the only way to create a safer and cleaner community for their children and neighbors was through collective action, and so like good neighbors they joined forces to bring Pacoima some of its first major community clean-ups and tree planting events. The beautification projects of our founding mothers set the grassroots foundation that our historically women led organization has stood by for the past 25 years. Today Pacoima Beautiful is the only environmental justice organization in the Northeast San Fernando Valley striving for community improvement. We are a dedicated team of leaders, planners, organizers, health promoters and advocates for a healthier and safer community.

Today Pacoima Beautiful continues to engage community members to advocate for a healthier environment. Pacoima Beautiful engages thousands of people every month through programming and campaigns. This includes an adult base that has monthly meetings, youth groups at local high schools, and community

outreach. PB has a robust network of contacts throughout the San Fernando Valley at various schools, community organizations and neighborhood groups. The organization maintains a database with contact information for thousands of residents, and a robust social media presence and website.

The organization is a leader, not only in the San Fernando Valley, but throughout the county on issues of equity and smart urban planning. Staff members have been appointed to various boards and commissions including the Los Angeles City Planning Commission, the Metro Service Board, the LADOT Pedestrian Advisory Board, and the Measure A, W and M advisory councils, and AQMD Governing Board.

We have 22 Full time staff and 15 part-time/seasonal staff. The organization has not been part of litigation past or pending.

Qualifications

1. <u>Liberty Foundation</u>: emPOWER - \$80,000 January 2022 – January 2023

Pacoima Beautiful has extensive experience conducting energy efficiency outreach in the San Fernando Valley, with a historic focus on Council Districts 6 and 7. This work dates back to 2011. We continue this work today as an outreach partner on the groundbreaking Countywide emPOWER campaign that cross-coordinates the promotion of all ratepayer subsidies, energy and water efficiency and electric vehicle incentives available to low-income households across Los Angeles County. In addition to outreach expertise Pacoima Beautiful has developed since our founding in 1996, we have implemented a digital outreach campaign, based on an extremely successful pilot launched in 2020 designed in response to the COVID-19 pandemic which prohibited all face-to-face direct outreach due to social distancing guidelines. In implementing this pilot we focused our messaging on energy and water efficiency incentives offered by LADWP as well as a secondary campaign on financial aid incentives offered by the utility including LIDP, and Lifeline. This digital outreach effort not only educated customers on available incentives but it also focused on offering assistance to households interested in applying for programs.

Our Scope included the following weekly targets:

- A reach of 3,000 to 4,000 households
- Post engagements of 100-150 per week
- Email or phone correspondence with 50 to 75 households
- Application support for 5 to 20 households

Ben Russak (he, him, his)
Director, Public Partnerships
brussak@libertyhill.org
DIRECT 323.556.7225 MAIN 323.556.7200
Liberty Hill Foundation
1001 Wilshire Blvd. PMB 2170
Los Angeles CA 90017

2. <u>Metro:</u> First Last Mile Outreach/Metro East San Fernando Valley Transit Corridor - \$10,000 10/01/2020 – 11/30/2020

Pacoima Beautiful provided supplemental outreach work to engage community residents in the planning process of Metro's East San Fernando Valley Transit Corridor. Outreach engagements associated with this project included:

- Pacoima Beautiful distributed 1,500 flyers within a 1-mile radius of Van Nuys Blvd.
- Our team sent out **10,228 text messages** to residents who live within 1 mile of Van Nuys Blvd in Pacoima, Arleta, and Panorama City communities.
- Our team reached 79,625 people through social media platforms, such as Facebook and Instagram.
- Pacoima Beautiful provided comprehensive in-person information to 94 local-businesses.
- Our team collected project survey responses from 202 residents.
- PB's Civic Engagement team engaged **80 active Pacoima Beautiful members via phone** to inform them about the project and upcoming meetings.
- PB hosted a community meeting in Spanish with **87 people** in attendance on November 10th.

Jacob Lieb LA Metro Senior Director, First/Last Mile Planning Countywide Planning and Development liebj@metro.net 213.547.4272

3. Geosyntec: Glenoaks Green Streets Project - \$20,000

Pacoima Beautiful participated in outreach activities from June 23 to June 30, 2020 with the goal of reaching community members to engage them in two community workshops about Glenoaks Green Streets Project. Organizers from Pacoima Beautiful printed and distributed ten large posters and posted them at different visible places near the project site. Social media was also used to promote an online survey and reach a broader audience. Through Facebook and Instagram, we were able to reach an additional 10,081 people. Phone banking was also done to inform people about the project and obtain survey responses.

The workshop was held on June 30, 2020 via zoom with 30 people in attendance. A majority of the attendees live in the immediate project area. Spanish translation was provided to ensure language access and equitable public participation.

The goal of the meeting was to connect the community with the L.A. Department of Sanitation (LA San) and Geosyntec's efforts to increase local stormwater capture. Los Angeles Department of Water and Power (LADWP) staff was also in attendance. The objectives of the meeting were to inform the public of the Green Streets project, explain water infiltration, how capture systems work, and also show general green street design concepts to generate a conversation.

Through an online survey also conducted by PB, 213 responses were received about the project.

4. Climate Resolve, GAF Cool Community - \$40,000 June 2022 – August 2022

The purpose of this grant is to provide funding for the GAF Cool Community - Pacoima Project's outreach component. Pacoima Beautiful performed outreach activities in a phased approach with Phase 1 occurring between June and August 2022. Pacoima Beautiful is preparing for round two of outreach now that the cool paving has been installed.

Jonathan Parfrey
Executive Director | Climate Resolve
jparfrey@climateresolve.org
(213) 634-3790 x 101 | (310) 261-0832
525 Hewitt St. Los Angeles, CA 90013

5. <u>Mountains Recreation and Conservation Authority</u> – Headworks Project, \$100,000 July 18, 2022 – December 31, 2022

The scope of work is to provide community engagement services for the Pacoima Spreading Grounds Headworks Natural Park project. Pacoima Beautiful is separately contracting with the Fernandeño Tataviam Band of Mission Indians (tribal support services) to provide traditional and non-traditional community engagement and outreach methods to ensure that efforts to reach the community and stakeholders are comprehensive, effective, culturally relevant, and inclusive of disadvantaged and linguistically isolated communities. Pacoima Beautiful will develop a community engagement plan and provide outreach services such as phone baking, informational mailing, door-to-door outreach, digital outreach, and community meetings/ events. This scope includes two phases related to this effort (Schematic Design and Design Development).

Jessica Medina
Project Manager
Mountains Recreation & Conservation Authority
Jessica.medina@mrca.ca.gov
570 W. Avenue 26, Suite 100
Los Angeles, CA 90065
(323) 221-9944 ext. 205

Work Plan

Engagement Goals

To create a process that collaborates with the community, empowers and engages residents in an authentic way, is meaningful and culturally appropriate.

- Provide information to the community about the goals of the project.
- Communicate progress to stakeholder on the progress of the project.
- Listen to the needs of the community that may illuminate the project.
- Analyze potential project impacts.

Outreach Activities:

Activity 1- Door-to-Door Outreach

Door-to-door outreach will be conducted solely by Pacoima Beautiful staff. This outreach can be done over a four-week period Wednesday thru Friday and some weekends in the morning and evening times depending on when we realize the most folks are home and accessible.

Activity 2 - Community Events/Pop-Ups

Pacoima Beautiful staff will attend community events, specifically those close to the project area to inform community about the project. The goal is to give out information and receive feedback from community members; meeting people where they are. PB will work with the City to establish a schedule of these events.

Activity 3- Digital Outreach

Pacoima Beautiful will run paid ads on Facebook and Instagram targeting residents in the project area. The content of the posts will be determined after meeting with the project team. Posts can direct folks to a project website, invite them to a meeting, or provide information about the project

Activity 4 - Survey

Pacoima Beautiful will help distribute and collect at least 300 surveys using a template already created by the City and project staff. City staff will develop the survey questions.

Activity 5 - Community Meetings

Pacoima Beautiful will facilitate a minimum of three (3) community meetings for each park project (six total community meetings) to gather feedback from the community. Meetings can be traditional community meetings, open house format, or another format as designated by City staff. The purpose of these meetings will be to provide an introduction of the project goals, provide an overview of current conditions, and collect concerns and feedback from participants on the project. Information at project meetings shall be available in Spanish via translated material and one interpreter.

Activity 6 – Meetings with City Staff

Pacoima Beautiful will have a minimum of one meeting with City staff and the project design team to get oriented on the project and share feedback from our community outreach. We anticipate having constant communication between the project team and Pacoima Beautiful.

Activity 7 – Interview Key Stakeholders (Focus Groups)

Pacoima Beautiful will conduct three to five focus group meetings with various stakeholders like League Managers, Park user groups, Senior clubs, community groups, etc.

Project Team

Melanie Torres, Community Organizer

Melonie grew up in both Pacoima and Arleta, and graduated in December 2021 with a double major in Sociology and Chicano Studies from California State University, Northridge. Melanie's story with Pacoima Beautiful began in February 2022, hired as a community canvasser for the CA Covid Health Project. After a few months she applied to be part of the organizing team and has been working with the team since May 2022. Engaging in community conversation and following the power of storytelling, she hopes to help sustain and uplift the Northeast San Fernando Valley. She enjoys spending time with her friends, going to the movies, and dancing.

For this project, Melanie will be doing all aspects of community organizing and outreach. She will be one of the point of contacts for community members and stakeholders. She will be attending all community and staff meetings.

Gabriel Carrillo, Community Organizer

Gabriel Carrillo was raised in the California Central Coast and recently moved to the San Fernando Valley to attend CSUN (California State University, Northridge). Prior to moving, Gabriel worked three jobs simultaneously to earn enough to get him through school, ultimately leading him to obtain his Bachelor's degree in Psychology. Having been born into a low-income community, Gabriel understands the struggle of having the bare minimum and accepting every opportunity available, both professionally and educationally. These decisions have allowed him to work for Pacoima Beautiful.

Gabriel enjoys working in Pacoima and is committed to providing individuals with the same opportunities that he was provided, or better. Gabriel takes pleasure in participating in community focused studies and the planning of cleanups that bond the community and promote beautification efforts. Gabriel advocates for the Northeast San Fernando Valley to transform into an area where people are not only proud to live in, but also do so while maintaining a healthy lifestyle. Pacoima is Gabriel's new home and as such he is willing to fight tooth and nail for it.

For this project, Gabriel will be doing all aspects of community organizing and outreach. He will be one of the point of contacts for community members and stakeholders. He will be attending all community and staff meetings.

Felipe Escobar, Director of Organizing

Felipe Escobar is the Director of Organizing at Pacoima Beautiful. In this capacity, he supports the community organizing team to engage community members around environmental justice issues that impact the Northeast San Fernando Valley. Felipe is an immigrant from Guatemala and moved to the United States at a young age. His experience cleaning houses with his mom as a teenager gave him a perspective about the environmental injustices that communities of color face in the United States compared to what white communities face.

Felipe received a Bachelor's degree in Political Science from California State University, Northridge. Felipe's

main goal is to ensure that communities often left out of our democratic process can have a voice. In his free time, Felipe enjoys running the trails of Griffith Park.

For this project, Felipe will manage the organizing team. He will also manage the budget for the project and ensure all deliverables are being met. He will troubleshoot any issues and will provide extra support when needed.

Juan Cabrera, Communications Associate

Juan Cabrera has focused on bringing attention to social issues to advance equity using digital communications. He has dedicated himself to working with underinvested communities who continue to be impacted by systematic inequalities, from racial to environmental injustices. As Communication Associate, Juan oversees social media and communication for the Transformative Climate Communities (TCC) projects under the Green Together Collaborative. He is responsible for the content creation and day-to-day management of GTC's digital platforms.

Juan has had the opportunity to work for various organizations in the Los Angeles area. He has supported efforts tackling the homelessness crisis in Los Angeles County and has worked with diverse communities to reinvigorate public spaces through creative place-making and creating accessible opportunities to experience the performing arts.

Juan was born in Colima, Mexico and was raised in Pomona, California. He has bachelor's degrees in Communications and Political Science from UCLA (University of California, Los Angeles). He loves to draw, spend time with family and is a nature fanatic with the goal of completing the Three Saints Challenge, which tasks participants to hike Southern California's three tallest mountains.

For this project, Juan will do all the social media outreach and will also support with the interviews.

Veronica Padilla, Executive Director

Veronica grew up in Sun Valley, moved to Sylmar for 10 years with her husband and 3-year-old daughter and now lives in Santa Clarita. She is also a proud stepmom to two special needs boys. She has a bachelor's degree from UCLA in Geography and Environmental Studies and a master's in urban planning from UCLA as well. She has experience working in government sector interning at the housing department for the City of LA and the private sector doing GIS work and writing EIR's, but her ideal job has been working for Pacoima Beautiful. At Pacoima Beautiful she is able to serve the community she grew up in, while using her skills learned at UCLA. She served as a City of Los Angeles Planning Commissioner for five years and now serves as an SCAQMD Governing Board Member. She also has the honor of sitting on the Measure W - Watershed Council for the Upper LA River and the Measure A Oversight Committee. Her overall goal is to allocate resources to improve the welfare of people and create an equitable, healthy, and safe community.

For this project, Veronica will oversee all aspects of the grant and attend all project meetings.

Proposal Costs/Budget

<u>-</u>	Pacoima Beautiful 1-year	
Executive Director (VP)		5,000.00
Communications Associate (JC)		5,000.00
Organizing Director (FE)		8,000.00
Community Organizer (GC)		10,000
Community Organizer (MT)		10,000
Total Salaries & Wages	\$	38,000.00
Benefits and Taxes (10%)		3,800.00
Total PERSONNEL EXPENSES PROGRAM EXPENSES	\$	41,800.00
Mailing and Postage		00.00
Text Banking		50.00
Mileage/Travel/Parking		100.00
Paid Ads		1,000.00
Printing		5,000.00
Childcare at meetings		00.00
Translation		1,200.00
Food/Refreshments		
Incentives		500.00
Total PROGRAM EXPENSES		\$7,850.00
Indirect Costs		350.00
Total Expenses	\$	50,000.00

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AGENDA REPORT

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To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Julian J. Venegas, Director of Recreation and Community Services

Date: January 3, 2023

Subject: Consideration to Award a Professional Services Agreement to RJM Design Group,

Inc., for the Design of the Las Palmas Park Revitalization Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" Contract No. 2107) with RJM Design Group, Inc. (RJM) in an amount not-to-exceed \$490,121 to provide community engagement and design services for the Las Palmas Park Revitalization Project; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

- On February 5, 2018, the City Council adopted the Parks and Recreation Master Plan (PMP)
 as an instrument for developing a comprehensive vision for park facility improvements and
 recreational programming offered to the residents of San Fernando. The PMP identified
 multiple park sites that needed improvements in order to maintain the continuity of
 recreational services.
- 2. On June 5, 2018, the voters of California approved Proposition 68, "Parks, Environment, and Water Bond Act." The measure authorized \$4 billion in general obligation bonds for state and local parks, environmental protection and restoration projects, water infrastructure projects, and flood protection projects. The California Department of Parks and Recreation was the agency assigned to administer the grants program for Proposition 68.
- 3. On July 10, 2020, the California Department of Parks and Recreation released the Statewide Park Development and Community Revitalization Grant Program (SPP) Round 4, for revitalizing projects throughout the State. SPP allocated \$395.3 million in competitive grant funding to create, expand or renovate parks in low-income and disadvantaged communities.

RECREATION AND COMMUNITY SERVICES DEPARTMENT 208 PARK AVENUE, SAN FERNANDO, CA 91340 (818) 898-1290 WWW.SFCITY.ORG

Consideration to Award a Professional Services Agreement to RJM Design Group, Inc. for the Design of the Las Palmas Revitalization Project

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- 4. On February 16, 2021, the City Council authorized staff to submit an SPP grant application for Recreation, Las Palmas, and Pioneer parks for facility renovations identified in the PMP and to enhance recreational opportunities for the community.
- 5. Throughout the application process, Recreation and Community Services (RCS) staff discussed the renovation projects of the three park applications with the Parks, Wellness and Recreation Commission. In addition, staff conducted several community meetings via Zoom and in person to gather feedback relating to the park renovation projects. The final grant application included the community's feedback on the planned renovations.
- 6. On December 8, 2021, the California Department of Parks and Recreation informed the City that the Las Palmas Park Revitalization Project was selected for funding. The grant award of \$4.2 million includes pre-construction costs to assist with plan development, design specifications, cost estimates, and construction documents.
- 7. On June 6, 2022, the City Council authorized staff to circulate a Notice Inviting Bids for community engagement and for the design of the Las Palmas Revitalization Project. Six firms responded to the request and three firms were invited to an interview to better gauge their qualifications.
- 8. On September 19, 2022, the City Council paused awarding a Professional Service Agreement to RJM until a more robust community engagement effort could be defined. The City Council recommended that a local non-profit community based organization (CBO) lead the community engagement effort and that RJM collaborate with the selected CBO to develop the Las Palmas Park project design.

ANALYSIS:

The Notice Inviting Bids (NIB) released on June 6, 2022, requested services from experienced landscape architect/engineering firms to develop a cost estimate, a biddable set of plans, and specifications for the project. The proposals for the project were due on or before July 7, 2022. Six prospective firms submitted a proposal. A three-member panel, consisting of two RCS staff members and one Public Works staff member, evaluated each firm based on how well they responded to the Request for Proposal's (RFP; Exhibit "A" of Attachment "A") minimum bid criteria requested in the NIB. The sections that were evaluated included the following:

- A Proposal Summary and Profile
- The firm's Community Engagement Plan
- The Firm's Qualifications (detailing experience on similar projects/clients)
- A Project Work Plan
- A Project Staffing Description
- A Proposal Cost Breakdown

Consideration to Award a Professional Services Agreement to RJM Design Group, Inc. for the Design of the Las Palmas Revitalization Project

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Based on the panel's evaluations of the six firms, a short list was developed and three of the six firms were invited to an interview to determine which proposal best met the needs of the City. The firms interviewed included: Community Works Design Group, Nuvis Landscape Architecture, and RJM Design Group. An interview panel consisting of the Director of Recreation and Community Services, the Recreation and Community Services Supervisor, and the City's Civil Engineering Assistant II conducted the interviews on August 25, 2022, and August 31, 2022.

The three firms interviewed demonstrated a high level of experience and qualifications in the field of facility design and provided examples of current projects similar to other municipalities. The panel focused on determining which firm best demonstrated an understanding of the Las Palmas Park Revitalization Project, and how the firm planned to implement that understanding into the design of the Las Palmas Park project. The panel also gauged how the firms would work with the City staff to ensure that the Project will be completed on time and on budget.

The interview also evaluated each firm's community engagement plan and how community feedback would be incorporated into the design of the project. The panel looked at experience, philosophy, and methods used to integrate the community voice in the final design of the project. Other key elements staff considered included each grant scope conceptual design, any potential challenges the firm anticipated, and how they would minimize the likelihood of change orders.

RJM provided a concise and detailed explanation of how the firm planned to meet the needs of the City; their responses conveyed their vision of the Las Palmas Revitalization Project. RJM is familiar with the San Fernando community and is a strong proponent of community engagement. Based on the criteria specified in the RFP and review of the proposals submitted and the interviews with the three firms, RJM was determined to be most suitable based on the overall project understanding, qualifications of the consulting team, relative project experience, project approach, and methodology, and proposed cost (Exhibit "B" of Attachment "A").

The Las Palmas Park Revitalization Project aligns with the City's Park and Recreation Master Plan in its continued effort to meet the recreational and facility needs of San Fernando residents. The The project is based on input from community planning meetings involving youth, seniors, and family groups. Additional design ideas came from residents and user group surveys. RJM will continue the gathering of community feedback to help develop the Las Palmas Park grant scope concept that includes the following major park amenities renovations:

- Renovation of the playground adding ADA accessibility and shading
- Renovation of the basketball court with lighting
- Construction of a new tennis/pickleball court with lighting
- Construction of a new splash pad
- Renovation of three baseball fields with lighting
- Renovation of the concession stand
- Renovation of the outside restrooms

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- Construction of a new multi-purpose field with lighting
- Renovation of the outdoor exercise equipment
- Renovation of the picnic shelters and walking path lighting
- Construction of new landscaping throughout the park
- Renovation of the recreation center/learning center including 2 patio restrooms
- Design to incorporate projects that the California Conservation Corps will perform

California Environmental Quality Act (CEQA).

The City has complied with CEQA requirements for the Las Palmas Park Revitalization Project by filing a Notice of Exemption based on CEQA's guidelines Section 15301 (Existing Facilities) Class 1 and Section 15302 (Replacement or Reconstruction of existing Structures of Facilities). Class 1 exempts the project when the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involves negligible or no expansion of existing or former use. The Class 2 exception is allowable when the replacement or reconstruction of existing structures and facilities, where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

Community Engagement.

RCS staff reached out to RJM informing the firm that the City Council requested additional community engagement to guide the development of the Las Palmas Park Revitalization project and to lead such services the City would be seeking to contract with a local community organization. RJM stated the firm would gladly collaborate with the local community organization selected and looked forward to incorporating the ideas brought forth by the community engagement effort.

RJM will work with the selected community organization to develop the content for the community engagement effort to produce meeting material that includes, but is not limited to, technical rendering, site plans, and producing the preliminary and final project design. This content will take the form of photo boards, illustrative maps, and other presentation materials that will be used to illustrate the key site issues of the project to community members. RJM will build a dedicated website for the Las Palmas project to garner additional community feedback, and work with the selected community organizations to develop online surveys, provide prerecorded video updates, illustrate plan improvements, and share 3D visualizations in 360 virtual simulations of the project.

BUDGET IMPACT:

The total estimated grant cost for the Las Palmas Park Revitalization Project is \$4,234,980. Funding is included in the City's adopted the Fiscal Year 2022-2023 budget through the Statewide Park Development and Community Revitalization (SPP) Grant. There is no match requirement for this grant.

Consideration to Award a Professional Services Agreement to RJM Design Group, Inc. for the Design of the Las Palmas Revitalization Project

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SOURCES				
Fund	Account Number	Allo	Allocation	
Statewide Park Program (Grant)	010-3692-0156	\$	4,234,980	
Total Sources:		\$	4,234,980	

USES					
Activity	Account Number	Cos	t		
Pre-construction Cost	010-422-0156-4600	\$	490,121		
Plans, Specifications, Cost Estimates, Permits					
Groundbreaking, public meetings					
Additional Community Engagement	010-422-0156-4600	\$	40,000		
Construction	010-422-0156-4600	\$	3,703,449		
Expenditures-to-Date:		\$	1,410		
Total Available Uses:		\$	4,233,570		

The grant allows pre-construction costs not exceeding 25% (\$705,830) of the grant amount. RJM's Proposal Cost of \$490,121 is within the allotted amount. Upon conclusion of the design phase, staff will re-allocate any remaining pre-construction funds toward construction.

CONCLUSION:

It is recommended that the City Council approve a Professional Services Agreement with RJM in an amount not to exceed \$490,121, to provide community engagement and design the Las Palmas Park Revitalization Project, and authorize the City Manager to execute all related documents.

ATTACHMENTS:

A. Contract No. 2107, including: **Exhibit A: Request for Proposals**

Exhibit B: RJM Design Group, Inc. Proposal



2023 PROFESSIONAL SERVICES AGREEMENT

(Engagement: Design of Las Palmas Park Revitalization Project)
(Parties: RJM Design Group and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 3rd day of January 2023 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and RJM DESIGN GROUP, INC. (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, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services for community engagement and design of the Las Palmas Park Revitalization Project; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of January 3, 2023.

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

I. ENGAGEMENT TERMS

1.1 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Design of the Las Palmas Park Revitalization Project", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Design of the Las Palmas Park Revitalization Project City of San Fernando" (hereinafter, the "CONSULTANT Proposal") dated July 7, 2022. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT PROPOSAL. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP

and the provisions of the document entitled CONSULTANT PROPOSAL, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

B. CONSULTANT agrees to work collaboratively with the selected NGO to develop and implement a comprehensive community engagement plan in additional to the outreach methods stated in CONSULTANTS' Proposal.

1.2 PROSECUTION OF WORK:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before June 4, 2023 (the "Completion Date");
- B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- Compensation: Consultant shall perform the Work in accordance with Proposal Costs Sheet & Rates Section (hereinafter, the "Compensation Rate"). The foregoing notwithstanding, Consultant's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of Four Hundred Ninety Thousand One Hundred Twenty One (\$490,121) (hereinafter, the "Not-to-Exceed Sum") during the prosecution of this Agreement, unless such added expenditure is first approved by the City Council. In the event Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, 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.

- PAYMENT OF COMPENSATION: Following the conclusion of the work requested in Section 1.1, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, 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 will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 4.5 ACCOUNTING RECORDS: CONSULTANT will 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 will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will 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 will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

2.1 <u>CITY'S REPRESENTATIVE</u>: The CITY hereby designates the City Manager and Director of Recreation and Community Services (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.

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- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Zachary Mueting, LLA Principal, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will 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 will 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 will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:

CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will 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.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. 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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- F. 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
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will 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 will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will 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 will 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 will be ineffective, null and void and will constitute a material breach of this Agreement.
- **2.6 SUBSTITUTION OF KEY PERSONNEL:** CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that

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CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows:

- Zachary Mueting, LLA Principal
- Rubio Medina, Architecture
- Tom Carcelli, Civil Engineering
- · Bill Zavrsnick, Electrical Engineering
- Chris Curry, Irrigation Design
- David Dzwilewski, Sports Field Consultant
- Nachi Madhavan, Aquatics Consultant
- Greg Silver, Geotechnical/Structural Engineering
- Jay Helekar, Construction Management
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will 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.
- 2.8 <u>REMOVAL OF EMPLOYEES OR AGENTS</u>: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative 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 will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

- **2.9 COMPLIANCE WITH LAWS:** CONSULTANT will 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 will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- **NON-DISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will 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 will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 <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 will procure and maintain the following insurance coverage, at its own expense:
 - A. <u>Commercial General Liability Insurance</u>: CONSULTANT will 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 will 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

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contractual liability.

- B. <u>Automobile Liability Insurance</u>: CONSULTANT will 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 Two Million Dollars (\$2,000,000.00) 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 will 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 will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- **3.2** <u>ADDITIONAL INSURED REQUIREMENTS</u>: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will 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 will 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 Representative is authorized to authorize lower ratings than those set forth in this Section.
- **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT will 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 will be in excess of CONSULTANT's insurance and will not contribute with it.

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- WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will 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, its officials, officers, employees, agents and volunteers.
- 2.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will 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 will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 <u>FAILURE TO MAINTAIN COVERAGE</u>: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- **3.8 SPECIAL RISKS OR CIRCUMSTANCES:** CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

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Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

- 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 to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article, or 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 herein 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

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- 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.
- 4.8 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and 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 the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless 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 to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful

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misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 authorized volunteers.
- 4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 authorized 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.
- 4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

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V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will 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 will 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, will 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") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will 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 will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C, below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will 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 will cure the Event of Default within the following time periods:
 - i. Within ten (10) 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 10-day cure period, CONSULTANT may submit a written request for additional time to cure

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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 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-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 will 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 will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary 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 will 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, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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

PROFESSIONAL SERVICES AGREEMENT Design of the Las Palmas Park Revitalization Project

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- **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement will 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
- Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a

SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will 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, designs, 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 will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will 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.
- **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- **6.3 FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent

jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

NOTICES: All notices permitted or required under this Agreement will 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:

RJM Design Group, Inc. 31591 Camino Capistrano San Juan Capistrano, CA 92675 Attn: Zachary Mueting LLA

Phone: (949) 493-2600

CITY:

City of San Fernando 117 Macneil Street San Fernando, CA 91340

Attn: Recreation and Community Services

Department

Phone: (818) 898-1290

Such notices will 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.

- **COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- **SUBCONTRACTING:** CONSULTANT will 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, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- **6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will 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, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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- **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will 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, will be in the Central District of California located in the City of Los Angeles, California.
- **ATTORNEYS' FEES:** If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- **6.12 SUCCESSORS AND ASSIGNS:** This Agreement will be binding on the successors and assigns of the Parties.
- **6.13 NO THIRD-PARTY BENEFIT:** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- **CONSTRUCTION OF AGREEMENT:** This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- **6.15 SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement will 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 will be void and invalid.
- **6.17 CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- **6.18 INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.

Japhay Essional Services Agreement

Design of the Las Palmas Park Revitalization Project

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- **ENTIRE AGREEMENT:** This Agreement, including all attached exhibits, constitutes 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, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 <u>COUNTERPARTS</u>: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

SIGNATURES ON NEXT PAGE

January 3 2023 CA Regular Meeting REEMENT

CONTRACT NO. 2107

Design of the Las Palmas Park Revitalization Project

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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		RJM DESIGN GROUP, INC.		
Ву:		Ву:		
	Nick Kimball, City Manager			
		Name:		
Date:				
		Title:		
APPRO	OVED AS TO FORM	Date:		
Ву:				
	Richard Padilla, Assistant City Attorney			
Date:				

NOTICE INVITING BIDS

Notice is hereby given that sealed proposals will be received by the City of San Fernando, California, for furnishing the following:

DESIGN OF THE LAS PALMAS PARK REVITALIZATION PROJECT

in strict accordance with the Specifications on file in the office of the SAN FERNANDO RECREATION AND COMMUNITY SERVICES DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at http://ci.san-fernando.ca.us/rfps-rfgs-nibs-nois

One (1) original and one electronic copy of the proposal must be submitted to the CITY CLERK DEPARTMENT in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than 4:00 p.m. on Thursday, June 30, 2022. Bids must be clearly marked Bid for DESIGN OF THE LAS PALMAS PARK REVITALIZATION PROJECT. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

Ву:	
Julia Fritz, City Clerk	

Published in The San Fernando Sun on June 9, 2022.

REQUEST FOR PROPOSALS



The Recreation and Community Services Department is requesting proposals for:

DESIGN OF THE LAS PALMAS PARK REVITALIZATION PROJECT

RELEASE DATE: Tuesday, June 7, 2022

RESPONSE DUE: Thursday, July 7, 2022

GENERAL INFORMATION

The City of San Fernando offers seven park facilities that provide recreational opportunities to the community. All park facilities are conveniently located within a 2-mile radius and easily accessible to residents. Typical amenities include activity rooms, picnic shelters, softball diamonds, and multi-purpose fields that may be reserved for private use; as well as indoor/outdoor basketball courts and picnic tables that are available on a first-come, first-served basis.

The City of San Fernando is interested in contracting with an experienced and qualified firm to provide professional design services for the Las Palmas Park Revitalization Project detailed in the Scope of Service. Las Palmas Park is approximately 7.7 Acres located at 505 North Huntington Street, San Fernando, CA 91340 in a residential neighborhood.

The existing park amenities include an open field, ball diamonds, a playground, several picnic shelters, and basketball courts. The is also a Community Center housing a gymnasium, Banquet room, and a Learning Center. The objective of the Las Palmas Park Renovation Project is to renovate, replace and enhance the major recreation features and park amenities to provide greater recreational opportunities for the surrounding community, provide employment or volunteer opportunities for residents, and incorporate environmental elements for efficient use of water and other natural resources.

The Statewide Park Development and Community Revitalization Grant Program is funding the Las Palmas Park Revitalization Project. As such, all contracted work must comply with the provisions of §1771.5 of the State Labor Code.

BACKGROUND

The City of San Fernando incorporated in 1911 is governed by a City Council/City Manager form of government with seven departments, consisting of the Administration, City Clerk, Community Development, Finance, Police, Public Works, and Recreation and Community Services Departments. The City employs approximately 125 full-time employees from a total Adopted Budget for the fiscal year 2021-2022 of \$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. The City actively pursues grants to enhance the public services offered to its citizens and local businesses. The Recreation and Community Services Department is currently administering the Statewide Park Development and Community Revitalization Grant Program.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced and qualified firms that can demonstrate knowledge and expertise in developing a final design and contract documents for the Las Palmas Park Revitalization Project. A description of the technical environment, contractor staffing, qualifications, and performance expectations for this RFP follows.

INSTRUCTIONS FOR SUBMITTING FIRMS

A. Examination of Proposal Documents

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

B. Walkthrough

All prospective firms are encouraged to attend a walkthrough of the Las Palmas Park site scheduled for **Monday**, **June 20**, **2022**, at 11:00 A.M. The project's scope discussion and site inspection will assist prospective bidders in designing the recreational features and major support amenities the grant will fund.

C. Questions/Clarifications

Please direct any questions regarding this RFP to Mr. Venegas, via e-mail at jvenegas@sfcity.org. Questions must be submitted by 1:30 p.m. on Friday, June 24, 2022. Responses to all questions will be posted to the city's website/Business at http://ci.sanfernando.ca.us/rfps-rfgs-nibs-nois by Monday, June 27, 2022.

D. Submission of Bid Proposals

Bid proposal submissions may be mailed and emailed. Mailed proposals can be sent to City Hall, 117 Macneil Street, San Fernando, California, 91340. Proposals must be received no later than 4:00 P.M. on Thursday, July 7, 2022, (postmarks will not be accepted) and clearly marked "Design for Las Palmas Park Revitalization Project" c/o City Clerk. Email submittals must be addressed to Julian Venegas at ivenegas@sfcity.org, and the subject line shall read "City of San Fernando RFP – Design for the Las Palmas Park Revitalization Project." Emailed proposals must be received no later than 4:00 P.M. on Thursday, July 7, 2022. All proposals received after that time will not be accepted.

The scheduled Bid opening is on Thursday, June 7, 2022, at 4:15 P.M. exactly.

E. Withdrawal of Proposals

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

F. Rights of City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in the preparation and submission of proposals or 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;
- Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal 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 offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

G. Contract Type

It is anticipated that a standard form Professional Services Agreement contract will be executed subsequent to the City Council's review and approval of the recommended firm.

H. 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.

SCOPE OF SERVICE

The following section describes the specific services requested by this Request for Proposal. The City of San Fernando is requesting landscape architect and engineering design services from qualified and experienced firms to develop a biddable set of plans, specifications and a project cost estimate to revitalize Las Palmas Park.

The Las Palmas Park Revitalization Project aliens with the City's Park and Recreation Master Plan in its continued effort to meet the recreational and facility needs of San Fernando residents. The Project is based on input from community planning meetings involving youth, seniors, and family groups. Additional design ideas came from residents and user group surveys. The Las Palmas Park

EXHIBIT "A" CONTRACT NO. 2107

grant Concept Level Site Plan (Exhibit 1) shows the recommended park improvements. However, the proposed project design may recommend alternative locations for these major park amenities base on community feedback and to maximize land use. The improvement projects include the following:

- Renovation of the playground adding ADA accessibly and shading
- Renovation of the basketball court with lighting
- Construction of a new tennis/pickleball court with lighting
- Construction of a new splash pad
- Renovation of three baseball fields with lighting
- Renovation of the concession stand
- Renovation of the outside restrooms
- Construction of a new multi-purpose field with lighting
- Renovation of the outdoor exercise equipment
- Renovation of the picnic shelters and walking path lighting
- Construction of new landscaping throughout the park
- Renovation of the recreation center/learning center including 2 patio restrooms
- Design to incorporate projects that the California Conservation Corps will perform

The City a Statewide Park Development and Community Revitalization Grand funds recipient will mandate that the provisions of §1771.5 of the State Labor Code be followed for all contracted work related to the Las Palmas Park Revitalization Project.

The Project site, Las Palmas Park, is located at 505 North Huntington Street, San Fernando, CA 91340. Las Palmas Park is situated in an urban neighborhood surrounded by housing. There is no land available to expand the park, so the revitalization project intends to maximize land use to provide additional recreational opportunities for the community.

Upon execution of the agreement by all parties, City staff expects to schedule a meeting with the selected firm within 5 business days to discuss the project timeline, a conceptual design, engineering cost estimates, and the community engagement effort for the project. A minimum 60-day community engagement effort is expected for the project with the set of biddable plans, specifications, and cost estimates within 120 days from the agreement executed to date. The selected Firm and City shall work closely to develop and identify key milestones and project deliverable dates to ensure that the completion of the project is on or before June 30, 2025.

REQUIRED SERVICES

- 1. Community Engagement Plan
- The City values and focuses on enhancing the quality of life and community satisfaction. Community engagement is a method to guide major City decisions to ensure residents voice their needs.
- The Consultant shall develop a community engagement plan for gathering feedback and incorporating that input into the final design of the Las Palmas Revitalization Project.

• The optimal way to garner the community's sentiment is to sub-contract or partner with an experienced firm that recognizes the rich historical and cultural significance of the City.

2. Obtain All Necessary Permits

• The consultant will support and provide all necessary services to obtain the required permits. The City has already filed a Negative Declaration according to CEQA.

3. Plans, Specifications, and Engineering Estimates

- Prepare plans, which will include at a minimum Title Sheet, General Notes, and Right-of-Way, Existing Conditions and Demolition Plans, Civil/Architectural Layout Plans, Grading, and Utilities Plans, Landscaping, and Irrigation Plans, Electrical and Lighting Plan, and all necessary details to construct the project.
- Prepare specifications and bid documents, which will include at a minimum, detailed projects
 description, working days for construction, bid schedule, bid item descriptions, payment
 methods, special provisions, technical specifications, and any specification detail sheets or
 standard plans, necessary to construct the project.
- Prepare engineering estimates consistent with the specifications and bid documents.
- The following plan check submittals shall be provided, at a minimum:
 - i. 1st Review Conceptual Design presented to City staff for review, analysis, and recommendations.
 - ii. 2nd Review 65% design based on a set of consolidated comments received from staff and presented at the City Council meeting for review and recommendations on or before the third Monday in September 2022.
 - iii. 3rd Review 95% Plans, Specifications, and Cost Estimate that will be presented at a City Council meeting on or before the third Monday in November 2022.

4. Final Submittals

- Submit two full-size and two half-size (bond paper) final plan set master with the design engineer's seal and signature on each plan sheet and title sheet of specifications.
- Submit an electronic copy of all plans in AutoCAD and Adobe Acrobat format on a Flash Drive.
- Submit specification document in Microsoft Word format on a Flash Drive.
- Submit one set of quantity calculations and final engineering estimate in Microsoft Excel format on a Flash Drive.
- Submit all electronic files, including correspondence, photolog, and analyses, used in the project design on a Flash Drive. Files that are not in electronic format shall be scanned into a commonly used digital format and saved to the Flash Drive.

5. <u>Project Coordination during Design Process</u>

- Hold an appropriate number of meetings with City staff
- Provide monthly status reports.
- Provide design schedule with updates as required.
- Provide meeting minutes and action items.

6. Bidding Phase

• Attend the pre-bid meeting and respond to contractor requests for clarification during the

bid process.

- Record and distribute among potential bidders answers and clarifications given to individual contractors, and prepare formal construction documentation addenda, if necessary
- Prepare any required addenda pre-bid and pre-construction meeting agenda, if requested at no additional charge.
- Attend pre-construction meeting.

7. Design Support during Construction Process

- If requested, the consultant will participate in the pre-construction kick-off meeting and clarify questions related to project specifications.
- Upon requests, the consultant needs to be prepared to answer questions posed during construction by the contractor or by the City, not addressed during the pre-construction meeting.
- Based on the consultant's experience with similar projects, estimate, and state in your proposal the time necessary for the consultant to spend on design support during construction (i.e. Project Management, monitoring, and reporting on project progress, compliance with provisions of §1771.5 of the State Labor Code.)

PROPOSED TERM OF CONTRACT

The proposed term of the contract is 270 days from the execution of the contract.

SCHEDULE FOR SELECTION

RFP notice posted on City website

(http://ci.san-fernando.ca.us/rfps-rfqs-nibs-nois)June 8, 2022Walkthrough:June 20, 2022Deadline for Submittal of Questions:June 24, 2022Response to Questions:June 27, 2020Deadline for Submittal of Proposal:July 7, 2022Agreement Presented to Council for Review & Approval:August 15, 2022

METHOD OF SELECTION AND NOTICES

A selection committee made up of staff from the Recreation and Community Services Department and Public Works Department will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

•	Completeness and Comprehensiveness.	20%
•	Firm's Community Engagement Plan.	20%
•	Experience of the firm providing similar	20%
	services to other municipalities.	
•	Cost-effectiveness.	20%
•	Quality of proposed staff.	20%

INFORMATION TO BE SUBMITTED

1. Prospective Firms must submit one digital copy of their proposal via email to jvenegas@sfcity.org

2. Include a Proposal Summary Section

This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to contact with them.

3. Include a *Profile of the Proposing Firm(s)* Section

This section shall include a brief description of the Firm, including size, location of office(s), number of years providing service, the organizational structure of the responsible division, etc.

Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project undertaken by the Firm where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

4. Include a Qualifications of the Firm Section

This section shall include a brief description of the Firm's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

5. Include a Work Plan Section

This section presents a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives, work requirements, and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for providing the service. Describe related service experience by the Firm in similar work. Please describe the role, and extent of services (number of people used, engagement duration, and contract value).

6. Include a *Project Staffing* Section

In this section, discuss how the Firm would propose to staff this project. The firm's key project team members shall be identified by name, specific responsibilities on the project, and their qualifications. An organizational chart for the project team and resumes for key Firm personnel

EXHIBIT "A" CONTRACT NO. 2107

shall be included. Key Firm personnel will be an important factor considered by the Recreation and Community Services Director. There can be no change of key personnel once the proposal is submitted, without prior approval of the City.

7. Include a Proposal Costs Sheet and Rates Section

In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

In addition, include the costs for any other services that are considered optional additions.

Las Palmas Park Site Plan

505 Huntington Street, San Fernando, CA 91340



Legend:

- A Renovation Tot-Lot W/ADA access and Shading
- B1- Renovate basketball court with lighting
- B2—Construct a new tennis/pickleball court with lighting
- C-Construct new splash pad/water leature

- D Renovate Baseball Complex
- E Construct New Multipurpose Athletic Field
- F Renovate outdoor exercise equipment

844

- G-Renovate Recreation Center/Learning Center including patio restrooms
- H Construct new landscaping throughout park
- I install New Field Lights
- J- Renovate 3 picnic shelters
- K- Renovate 2 bathrooms; Renovate Concession stand (bathrooms and concession stand are in the same building)





Design of the Las Palmas Park Revitalization Project

City of San Fernando



Los Amigos Park | Rancho Cucamonga, CA (RJM Project)



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31591 Camino Capistrano San Juan Capistrano, CA 92675 www.RJMdesigngroup.com (949) 493-2600 *phone* (949) 493-2690 *fax*

July 7, 2022

Julian Venegas
Director of Recreation & Community Services
City of San Fernando
City Hall
117 MacNeil Street
San Fernando, CA 91340



RE: City of San Fernando — Design of the Las Palmas Park Revitalization Project

Dear Mr. Venegas:

On behalf of RJM Design Group, Inc., we are pleased to submit this proposal for the **Design of the Las Palmas Park Revitalization Project.** We are very excited about the impact this park will have across the San Fernando community for decades to come.

This project requires a team with experience in park renovation who will ultimately ensure that the City of San Fernando receives a park that is well-designed and within budget. With RJM's extensive experience in park design and renovation, we have the skills and knowledge necessary to execute this project successfully. Our Work Plan is based upon the background information provided, as well as our knowledge of the community developed during our work on the 2017 Parks & Recreation Master Plan. Our goal is to prepare a functional design that will inspire the community and provide unparalleled recreation opportunities for families to celebrate those special moments in their lives.

As home to many sporting events, community events, and family celebrations, we envision this facility to be more than simply a community park, but a unique experience for all to enjoy. Our plan is to preserve and enhance the much-loved features of this park and to ultimately create a space that speaks to the San Fernando community and creates a "destination" type of experience for your residents.

Thank you providing us the exciting opportunity to present our team and methodology for your consideration. We would be honored to help the City of San Fernando bring this project to life. If you have any questions or comments after reviewing this proposal, please do not hesitate to contact us.

Sincerely,

RJM Design Group, Inc.

Zachary Mueting, LLA Principal

zach@rjmdesigngroup.com

(949) 493-2600

Proposal Sunfinal Medical Contact Sheet

PROPOSER / LANDSCAPE ARCHITECT

 RJM Design Group, Inc., Zachary Mueting 31591 Camino Capistrano, San Juan Capistrano, CA 92675 (949) 494-2600 | zach@rjmdesigngroup.com

ARCHITECTURE

 Rubio Medina 780 Roosevelt Drive, Irvine, CA 92620 (949) 333-6030 | rubio@architectrm.com

CIVIL ENGINEERING

 civTEC, Tom Carcelli 999 Corporate Dr., Suite 100, Ladera Ranch, CA 92694 (949) 463-8822 | tec@civtec.net

ELECTRICAL ENGINEERING

FBA Engineering, Bill Zavrsnick
 150 Paularino Avenue, Suite A120, Costa Mesa, CA 92626
 (949) 852-9995 | billz@fbaengr.com

IRRIGATION DESIGN

Glasir Design, Chris Curry
 424 New Jersey Lane, Placentia, CA 92870
 (714) 514-9930 | chris@glasirdesign.com

SPORTS FIELD CONSULTANT

 Summit Turf & Horticultural Consultants, David Dzwilewski 149 N. Citrus St., Orange, CA 92868 (951) 741-7625 | dave@gailmaterials.net

AQUATICS CONSULTANT

Jones & Madhavan, Nachi Madhavan
 100 East Thousand Oaks Blvd., Suite 211, Thousand Oaks, CA 91360
 (805) 777-8449 | nachi@jmae.com

GEOTECHNICAL/STRUCTURAL ENGINEERING

GMU Geotechnical, Inc., Greg Silver
 23241 Arroyo Vista, Rancho Santa Margarita, CA 92688
 (949) 888-6513 | gsilver@gmugeo.com

CONSTRUCTION MANAGEMENT

HL Construction Management, Jay Helekar
 678 N. Lemon Hill Trail, Orange, CA 92869
 (714) 941-9294 | jhelekar@hlconstructionmanagement.com



Firmanuary 3, 2023 CC Regular Meeting

Established in 1987, RJM Design Group has evolved into a multi-disciplinary landscape architectural, planning, and design firm committed to serving the needs of cities, public agencies, and organizations throughout California. RJM is comprised of talented individuals with varied backgrounds and interests. Among these dynamic professionals are licensed landscape architects, designers, and planners, most of whom are LEED Accredited Professionals. Each person brings a unique, yet complementary experience and passion to the firm, who will be dedicated to the duration of the project as needed.

Firm Legal Name Type of Business Number of Years in Business Contact Information (949) 493-2600 **List of Owners**

RJM Design Group, Inc. California Corporation, SBE 35 Years (Since 1987)

Principal Contact Office Location Firm Size

Larry P. Ryan — President, larryr@rjmdesigngroup.com Zachary Mueting — Secretary, zach@rjmdesigngroup.com Zachary Mueting / zach@rjmdesigngroup.com 31591 Camino Capistrano, San Juan Capistrano, CA 92675 17 Personnel

Personnel (10) Licensed Landscape Architects, Project Managers (5) Technical Support

(4) Administrative Support

(3) LEED Accredited Professionals

(2) Certified Arborists

(2) FAA Part 107 Licensed Pilots



Firm Qualification Meeting Why RJM



As a well-established design firm, RJM Design Group has maintained a financial status of strength and stability, with positive cash flow, ample financing capabilities, and long-term banking relationships. RJM Design Group, Inc. has never been involved in any bankruptcy or re-organization proceedings, and the firm is not subject to any pending litigation. RJM Design Group, Inc. is not presently debarred, suspended, or otherwise prohibited from professional practice or working with any federal, state, local or public agency, and the firm is not subject to any pending actions.



RJM Design Group has extensive experience with park design and park renovation. Our process, from site analysis and evaluation through to construction administration, is always executed thoroughly and thoughtfully. Much of the work we have done with our clients involves renovation and redesign. To that end, RJM Design Group is well-prepared to evaluate existing site conditions, anticipate conflicts, and develop a new design that successfully fuses with existing infrastructure. Additionally, our subconsultant team members are experts in their craft and will provide in-depth on-site analysis and redesign.



Noteworthy to our proposal, and unique when compared to other firms, is that RJM holds long term relationships with our internal staff and our subconsultants. Many of our senior staff members who pioneered the start of RJM are still with our company today. Our senior staff members come with decades of industry experience and are considered to be experts in their field of work. Similary, we've established longevity with our subconsultants and have worked with many of them for over 20 years.



At RJM Design Group, we pride ourselves on projects that are delivered on-time and within budget. We produce coordinated and detail-oriented plans and specifications in order to succeed in this public bid arena. The vast majority of our project experience is designing and building projects for the public sector. In turn, the majority of our clients are long term relationships that are the bi-product of our commitment to service and our proven record of performance. As such, we are extremely aware of the public bid process and proven methods for how to best deal with "low bid" public works contractors.



RJM Design Group is dedicated to creating spaces that are community inspired, which is why we have developed a top-notch public engagement strategy for our clients. We will assist the City with the development of a communications plan with easy-to-deploy tools that enable a two-way dialogue with the community. Our goal is to bring the community together by providing a comprehensive community outreach process, while meeting client and budget needs, that maintains the vision and expectations for everyone.



At RJM, we understand the importance of creating designs that are both innovative and flexible. With trends in outdoor activities changing year over year, it is essential to incorporate flexible and multi-functional amenities into our designs. Not only does this keep a community engaged in an environment, but it also allows for easier conversion/transformation with minimal effort by the City and/or stakeholders. Our goal is to fuse innovative design with what the public wants, ultimately creating a space that can be enjoyed for years to come.







Central Park — Phases 1-4

Santa Clarita, CA

Completion Date: 2015
Project Size: 30 acres

Design Cost: \$850,000 Construction Cost: \$5.3M

Client Reference

Wayne Weber

Manager, Parks Planning City of Santa Clarita

(661) 255-4961 | wweber@santa-clarita.com

Project Summary

Phase One of the site development for Central Park included the construction of 4 community league softball fields, and 4 soccer/multi-sports fields. Adjacent to these facilities are 2 restroom/concession buildings, a pedestrian promenade, tot lot and on-site parking.

Following the development of an updated overall Park Master Plan, RJM and their consultant team developed conceptual and final bid documents for each of the park's 4 phases of construction. While Phase I provided for 4 adult lighted softball fields, spectator seating, event concourse, parking and restroom / office facilities, maintenance yard, etc., subsequent phases provided for extensive soccer fields, tot lots, concourse areas and additional parking. Activity areas within the park were intently held 200' from the adjacent existing homes.

The Phase IV improvements for the Sports Complex provides for a broad range of additional recreational activities to compliment the previous facilities design by RJM Design Group. As an active park, improvements include a 30,000 square foot skate park, open turf area, basketball and volleyball courts. The skatepark provides a destination skate facility providing for both 'bowl' and street skating venues. A pedestrian concourse has been included along the periphery of the skate areas.

Project Team

Principal: Larry P. Ryan
Project Manager: Craig Sensenbach









Esencia Sports Park

Rancho Mission Viejo, CA

Project Completion: 2020
Project Size: 30 acres
Design Cost: \$1,887,600

Construction Cost: \$24M

Client Reference

Jennifer Taylor

Senior Project Manager

Rancho Mission Viejo Company

28811 Ortega Highway

San Juan Capistrano, CA 92693

(949) 240-3363 | jtaylor@ranchomv.com

Project Summary

Orange County's newest community, Rancho Mission Viejo, is located off Ortega Highway in South Orange County. It is home to a master planned 30 acre sports park unlike any other. Nestled in a natural rolling southern California landscape setting the environmental design of Esencia Sports Park is modeled after ranch industrialized facilities with board form buildings, steel I-beam shade structures, lighting, and landscape.

This rustic sports park offers both private and public amenities including: two (2) baseball fields, one (1) softball field, custom designed restroom and concessions building, one (1) synthetic multi-use field, one (1) playground, two (2) dedicated tennis and eight (8) dedicated pickle ball courts, and parking. Additional passive support amenities include hiking trails, exercise stations, and picnicing.

The sports park also offers community aquatic facilities overlooking the park complete with restrooms, a splash pad, lap swim lanes, open recreational swimming, as well as BBQ and cabana lounge areas. The site itself was designed to eliminate the need for expensive retaining walls while maximizing the buildable area through terraced pads and elevated concourses. The resulting design created hillside terraced seating, and elevated concessions allowing for maximum spectator viewing opportunities in a cost effective manner. The new Esencia Sports Park is designed to fulfill much of the recreational needs identified for this new community.

Project Team

Principal: Larry P. Ryan
Project Manager: Zachary Mueting









Lake Forest Sports Park & Recreation Center

Lake Forest, CA

Year Delivered: 2014
Project Size: 86.2 acres
Design Cost: \$2.3M
Construction Cost: \$35.9M

Client Reference

Debra DeBruhl Rose, City Manager City of Lake Forest

City of Lake Forest

25550 Commercentre Drive Lake Forest, CA 92630

(949) 461-3414 | drose@ci.lake-forest.us

Project Summary

The Lake Forest Sports Park Master Plan included the acquisition and compilation of four separate parcels of land totalling 100 acres. The park itself covers 86.2 acres with 57 acres of terraced pads devoted to sports field uses. Recreation elements include five ball fields, two basketball courts, two tot lots, two restroom/concession buildings, batting cages, two synthetic soccer fields, 230,000 SF natural grass area capable of multiple field layouts for tournaments/events, as well as an exercise par course.

The sports park also includes a 25,000 SF Recreation Center as well as a stage area and support infrastructure throughout a 100,000 SF natural grass area designed for large community events.

In addition to the active recreation amenities, sustainable design elements have been woven into the fabric of the sports park. Bio-retention areas collect run off water and treat it before it is released into adjacent streams. Recycled water is used in the restroom buildings reducing the demand on potable water. Additionally, Glass Creek has been designed to preserve all natural systems that previously occupied the site before the park's development.

Project Team

Principal: Larry P. Ryan
Project Manager: Zachary Mueting







Portola Park

Lake Forest, CA

Completion Date: 2020
Project Size: 6.34 acres
Design Cost: \$316,000
Construction Cost: \$4.9M

Client Reference

Douglas Erdman, Assistant City Engineer City of Lake Forest 100 Civic Center Drive Lake Forest, CA 92630 (949) 282-5233 | derdman@lakeforestca.gov

Project Summary

Portola Park is a new 6.34 acre park located at the intersection of Glenn Ranch Road and Saddleback Ranch Road in Lake Forest. It is located near the new Iron Ridge community. The park provides many passive and active amenities for visitors, as well as fantastic overviews of the nearby open space.

Portola Park contains three (3) pickleball courts, which are the first public pickleball courts in the City. A large playground offers varied play opportunities, with a climbing net, musical play elements, a large shaded play structure, and swings. Other active elements include one (1) outdoor sand volleyball court, several exercise stations, and an open turf area large enough to fit a U12 youth soccer field. The park also contains multiple shaded seating and gathering spaces, a restroom, drinking fountains, and a large picnic shelter. A perimeter walking trail winds throughout the park and connects with existing local trails. This trail system provides access throughout the region and includes hiking trail connections, such as to the nearby Whiting Ranch Wilderness Park.

The park also includes a new dog park accessible by a meandering walkway from the larger Portola Park. The dog park contains separate areas for large and small dogs. A third space is open during maintenance of the other two dog play areas. The dog park includes doggie drinking fountains and dog agility equipment. Shaded seating and DG walkways within and around the perimeter allow easy access for human users.

Project Team

Principal: Larry P. Ryan

Project Manager: Craig Sensenbach & Erik Curran



Firm @vialiffeationMeeting References

RJM Design Group, Inc. offers its clients personalized service that is delivered on time and within budget. The principals of RJM maintain personal involvement in all aspects of the project. Our success is based on our ability to perform, meeting the needs of the client and the project. Please feel free to contact all our references as we are sure they will share their success stories of projects we have helped them accomplish.



Eric Lopez
Public Works Director
CITY OF LONG BEACH
333 W. Ocean Blvd
Long Beach, CA 90802
(562) 570-6256 | Eric.Lopez@longbeach.gov
Years RJM has worked with contact: 25

Services Provided:

Plan Check, On-Call Landscape Architecture Services, Conceptual Design, Design Development, Construction Documents, Construction Administration



Keith Rattay
Assistant City Manager, Director of Public
Services
CITY OF MISSION VIEJO
200 Civic Center
Mission Viejo, CA 92691
(949) 470-3018 | Krattay@cityofmissionviejo.org
Years RJM has worked with contact: 30

Services Provided:

Plan Check, On-Call Landscape Architecture Services, Conceptual Design, Design Development, Construction Documents, Construction Administration



Chris Slama
Director of Community & Library Services
CITY OF HUNTINGTON BEACH
2000 Main Street
Huntington Beach, CA 92648
(949) 536-5495 | Cslama@surfcity-hb.org
Years RJM has worked with contact: 12

Services Provided:

Plan Check, On-Call Landscape Architecture Services, Conceptual Design, Design Development, Construction Documents, Construction Administration



Grissel Chavez
Director of Public Works
CITY OF BELL GARDENS
7100 Garfield Avenue
Bell Gardens, CA 90201
(562) 806-7770 | GChavez@bellgardens.org
Years RJM has worked with contact: 10

Services Provided:

Landscape Architecture Services, Conceptual Design, Design Development, Construction Documents, Construction Administration



Jennifer Taylor Senior Project Manager **RANCHO MISSION VIEJO** 28811 Ortega Highway San Juan Capistrano, CA 92693 (949) 240-3363 | Jtaylor@ranchomv.com Years RJM has worked with contact: 8

Services Provided: Landscape Architecture

Services, Conceptual Design, Design Development, Construction Documents, Construction Administration

APPROACH

It is our understanding that the City of San Fernando would like to renovate an existing park by modernizing multiple community recreation facilities. Building on the RFP requirements, our team will work with City staff to incorporate modern design elements that have proven to be successful in community park designs. Design improvements and renovations will include an accessible playground, basketball court, tennis/pickleball courts, a splash pad, baseball fields, concessions/restrooms, a multi-purpose field, outdoor fitness equipment, picnic shelters, landscaping improvements, and a recreation/learning center.

With such a proximity to residential areas, our team has the capability to graphically illustrate what the real-world conditions will look like to neighbors. RJM has a proven track record of park facility renovation adjacent to residential areas specific to the amenities desired at Las Palmas Park. We understand the sensitivity and careful consideration the perimeter of the park will require.

Our design team has the proven skills to deliver a project that will:

- Provide a design that addresses potential residential impacts of adjacent park development
- Evaluate grading options (balanced site vs. export)
- Provide restroom / concessions support amenities for Little League and sporting events
- Incorporate new design elements that create a contiguous park experience for residents and visitors
- Modernize a 7.7-acre community park that will serve the City of San Fernando for decades to come.





EXHIBIT "B" CONTRACT NO. 2107





PLAYGROUND AREAS

RJM Project: Cordova Park | Mission Viejo, CA

Our Work Plan includes the renovation of the existing playground, while adding ADA accessibility and shading. We specialize in designing playgrounds that are colorful, inclusive, and functional.





BASKETBALL COURTS

RJM Project: RC Sports Center | Rancho Cucamonga, CA

Our plan is to upgrade and renovate the existing indoor and outdoor basketball courts at Las Palmas Park. Renovations will include new lighting, equipment, and flooring.





PICKLEBALL COURTS

RJM Project: Worthy Park | Huntington Beach, CA

Our team will work with City staff to design a new tennis/pickleball court with lighting for the park. RJM has designed a multitude of pickleball facilities and is very familiar with post-tension slab designs as well as cast-in-place construction methods.

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SPLASH PAD

RJM Project: Montanoso Recreation Center | Mission Viejo, CA

RJM has extensive experience in splash pad design. Our team will work with the City to identify what water system and water features work best with the existing site conditions.





BASEBALL FIELDS

RJM Project: Santa Clarita Central Park | Santa Clarita, CA

RJM will work with Summit Turf & Hort Consultants to renovate (3) baseball fields at the park site. The upgraded ballfields will feature new sports lighting, turf, and spectator seating.







CONCESSION STANDS

RJM Project: Esencia Sports Park | Rancho Mission Viejo, CA

Our plan is to renovate the existing concession stands to be both functional and aesthetically pleasing for park visitors.





RESTROOMS

RJM Project: Melinda Park | Mission Viejo, CA

Our Work Plan includes the renovation of the existing outdoor restrooms. The new restrooms will be modernized, accessible, and safe for all park users.





MULTI-PURPOSE FIELD

RJM Project: Lake Forest Sports Park | Lake Forest, CA

RJM will work with the City to design a new multi-purpose field with lighting. The new field can be used for sporting events, open play, and even community events.





OUTDOOR EXERCISE EQUIPMENT

RJM Project: Pacific Electric Park | Santa Ana, CA

Existing exercise equipment will be replaced with new, modernized outdoor fitness equipment.





PICNIC SHELTERS

RJM Project: Lake Forest Sports Park | Lake Forest, CA

Existing picnic shelters will be renovated to include new shade structures, picnic tables, BBQs, and walking path lighting.





LANDSCAPING

RJM Project: Lake Forest Sports Park | Lake Forest, CA

RJM will work with the City to replace and add landscaping. Low maintenance, sustainable landscaping improvements will be made throughout the park to enhance appeal for visitors.





RECREATION CENTER

RJM Featured Project: Lake Forest Sports Park | Rancho Mission Viejo, CA

Our Work Plan includes renovating the existing recreation center/learning center, including (2) patio restrooms. The updated recreation center will also include new exterior landscaping to match the rest of the park.

SCOPE OF WORK / METHODOLOGY

We have prepared our scope of work and methodology to achieve the City of San Fernando's goals and vision for the development of the Las Palmas Park Revitalization Project.

PHASE 1. PROJECT FAMILIARIZATION and PRE-DESIGN

Our initial task will be to coordinate with City of San Fernando staff to reiterate project design intent, research and inventory of the site and the assemblage of background information. Subsequent design decisions will be based on this information.

A. Project Familiarization

- 1. Conduct virtual kick-off meeting with City staff to review project background, project goals and objectives, project scope of work and schedule, construction budget, and review of available documents. In general, we anticipate City will provide all available utility maps, irrigation as-builts and tree survey information.
- 2. Our Team will conduct a visual field investigation to photo document existing conditions including sun patterns and orientation, vehicular and pedestrian access and circulation, fire access, drainage, topography, security, and physical limitations/external influences.
- 3. Review local codes and standards applicable to site development, as well as a thorough review of Los Angeles County Board of Health standards in relation to the concession stand food service.

B. Pre-Design Coordination

During this preliminary phase, the design team will also begin work on the items needed prior to the preparation of construction documents which will include the following elements:

- 1. Topographical Survey Preparation of base map using new survey information to show existing conditions to include edge of parking lot for accessible parking spaces, path of travel, above ground utilities, trees, and vegetation.
- 2. Geotechnical Soils Report and Soil Infiltration Tests Prepare Geotechnical soil infiltration tests for the viability of storm water treatment with infiltration best management practices. A formal geotechnical report will include a summary of subsurface conditions, a description of the general geology of the site and geologic constraints that could have an effect on development, and engineering design considerations including seismic design parameters and recommendations for appropriate foundation design.
- 3. Agronomic Soil Analysis Specifically for sports fields to provide prescriptive soil management practices to support active play by local sports leagues, but also for landscape areas to ensure soil is viable to support plant material and identify any required amendments.

Meetings: (1) Virtual kick-off meeting with City of San Fernando staff

(1) Field investigation

Deliverables: Topographic Base Map,

Project Schedule,

Geotechnical Investigation, Testing for Infiltration, Soil Analysis

PHASE 2. COMMUNITY ENGAGEMENT PLAN

During this phase of the project working with City staff the design team will develop graphic material to share information with the community and create a two-way dialogue where the community can share direct feedback on the project.

A. Site Analysis/Opportunities & Constraints Exhibits

The design team will document and map the existing features of the site including those identified as opportunities and/or constraints to the project. The exhibits will take the form of a photo board, and an illustrative map, that will be used to illustrate the key site issues of the project to community members and City officials.

B. Preliminary Conceptual Plan

Based upon information garnered from City staff (including any community input the city may have received to date), RJM shall prepare a preliminary conceptual plan at appropriate scale showing spatial relationships for each potential feature/element. These plans will illustrate the spatial relationships of the site elements, parking considerations, and residential proximity to the park.

C. Dedicated Project Website

Understanding the public visibility of this project and its proximity to residential areas we propose a project website (English and Spanish) that will identify the improvements and their visual impacts to the community. RJM will build an ESRI story map website that can be used to collect community feedback, develop online surveys, provide prerecorded video updates, illustrate plan improvements, and share 3D visualizations in 360 virtual simulations. Further during construction this site can be used to illustrate construction progress and continue to provide updates to the community.

D. In Person Open House Park Workshop

Not all families have access to or engage with online resources. Working with staff, our team will host an onsite open house workshop where the community can participate in a design review of the project. Community members can learn about the history of the project, proposed improvements, as well as share their feedback. At the end of the workshop RJM will summarize the community information.

E. Schematic Design / Design Development

After meeting with the community RJM will synthesize all collected community feedback into a summary report. After reviewing the community comments with the City, RJM will refine the Conceptual Plan into a Final Schematic Design Plan. Additional design refinements will consist of:

- Refined grading and earthwork quantities
- Park layout
- Park amenity materials selection
- Equipment selection
- Building improvement narrative

Based on the refined Schematic Design and Design Development RJM will develop a Statement of Probable Construction Cost Estimate and submit the plans to staff and project committee for review and comment.

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EXHIBIT "B"
CONTRACT NO. 2107

Meetings: One (1) Meeting with City Staff to review Preliminary Conceptual Plan

One (1) Meeting with City Staff to review Revised Conceptual Plan

One (1) Open House Park Workshop

One (1) Meeting to review the final Schematic Design Plan / Cost

Estimate

Deliverables: Preliminary Schedule; Meeting Agenda/Minutes; Photo Boards of Site

Photos / Character Imagery; Site Analysis and Opportunities / Constraints

Exhibit, Refined Preliminary Conceptual Plan, Preliminary Grading,

Preliminary Cost Estimate, Website development, Community Workshop

Outline, Schematic Design Plan. Refined Cost Estimate

PHASE 3. CONSTRUCTION DOCUMENT DEVELOPMENT

Based on City staff feedback under the previous task, we will begin the preparation of the construction documents to incorporate elements that reflect the design preferences by staff and the community illustrated in the final Schematic Design Plan. The intent is to produce the finalized construction plans that will be used for contractor bidding once the project is authorized by City Council to go out for formal bid. Our proposal includes complete landscape, architectural, civil, electrical, and structural engineering for all site elements required to construct the project. Construction document submittals will be prepared for City review at 60%, 90%, & 100% progress increments. Upon City review and approval, the consultant team shall provide a reproducible set of the approved and wet signed plans, as well as digital files for all construction sheets. The project plan set will include the following construction documents:

A. Demolition Plan

Identification of all elements that are to be removed from the site versus those existing items that are to be preserved. We will coordinate all items to be removed with City staff to categorize elements that are to be discarded, reused on-site or salvaged for use on other City projects.

B. Site Design and Documentation

Services during the construction documents phase consist of preparation of drawings and specifications based on approved design development documents, setting forth in detail the site requirements for the project including:

- 1. Site construction/layout plans (above-ground features)
- 2. Construction enlargement plans (shade canopies, plaza areas, sport courts, playground areas, concessions area, restrooms, exercise equipment, splash pad, and picnic areas.
- 3. Construction details
- 4. Planting plans and details
- 5. Irrigation plans and details

C. Civil Design and Documentation

- 1. Title sheet and notes section including quantities and estimated earthwork calculations
- 2. Civil engineering details and related notes
- 3. Precise grading and drainage plan
- 4. Water and sewer plan
- 5. Erosion control plan
- 6. Horizontal control Plan
- 7. Water Quality Management Plan (WQMP)

D. Architectural Plans

This portion will also include any architectural improvements that will need to be made to ensure their compliance with all accessibility requirements, California Building Codes, Los Angeles County Public Health, and local regulations. The Architect will coordinate with the City in preparing Division 1 specifications, sustainability requirements, general conditions, and bid information. Architectural improvements are limited to Renovation of existing restrooms to include new fixtures, finishes, accessibility compliance, plumbing, and minor exterior improvements. Light TI work within the Recreation/Learning Center including painting, flooring, lighting, and upgrading of existing kitchenette. Renovation of existing restrooms to include new fixtures, finishes, accessibility compliance, plumbing, and minor exterior improvements.

- 1. Floor plans
- 2. Slab dimension plans
- 3. Exterior elevations and sections
- 4. Interior elevations
- 5. Architectural exterior and interior details
- 6. Exterior and interior finish material specifications

E. Structural Design and Documentation

Services during the construction document phase consist of preparation of final structural engineering calculations, drawings and specifications based on approved design development documents, setting forth in detail the site structural construction requirements for the project.

- 1. Structural details
- 2. Structural calculations

F. Electrical Design and Documentation

Services during the construction document phase consist of preparation of final electrical engineering calculations, drawings and specifications based on approved design development documents, setting for in detail the electrical construction requirements for the project.

- 1. Electrical load calculations
- 2. Coordination with electrical service company

Worland a 402 CGRegular Menting

- 3. Electrical drawings and specifications including the following:
 - a. Conduit and pull boxes for site lighting for walkways, parking, security lighting systems, restroom and concession buildings and shelters.
 - b. Athletic field lighting upgrades for existing ballfields
 - c. Sport court lighting for additional proposed courts
 - d. Electrical provisions for irrigation controllers
 - e. Electrical service and distribution
 - f. Title 24 lighting calculations for interior and exterior improvements
 - g. Photometric plan and calculations for proposed project lighting

G. Technical Specifications

Technical specifications for each of the above disciplines will be incorporated into the project manual. Site work and building construction specifications shall be prepared utilizing the Standard Specifications for Public Works Construction (Greenbook) format.

Meetings: Two (2) Virtual meeting with Staff to review City comments on the 60%

& 90% Progress Sets and opinion of probable construction costs

Deliverables: 60% Progress Set of Construction Documents & Technical Specifications

90% Progress Set of Construction Documents & Technical Specifications

Opinion of Probable Construction Costs at 90% Progress 100% Complete Set of Construction Documents & Technical

Specifications

Final Opinion of Probable Construction Costs

PHASE 4. BIDDING AND CONSTRUCTION OBSERVATION

A. Bidding Procedures

RJM shall assist the City with the Bidding Phase of the project. Questions, clarifications, or conflicts arising out of the bidding process will be resolved by addenda prepared by the Consultant. Addenda to the contract for construction shall be prepared in writing to document any clarification or modification made to the contract documents. In addition, the consultant shall attend a pre-bid conference and assist the City in reviewing the bid submittals.

B. Construction Observation

Based on current market conditions within the construction industry and construction management availability RJM recommends the city contract with a construction manager at the time of bidding. This will allow for competitive bidding based on current construction availability and rates. Our proposal has identified an allowance to be held in reserve by the city for contracting these services. At the time of Bidding RJM will introduce construction management firms the city may want to contract with.

(FINAL SCOPE TO BE NEGOTIATED BASED ON CITY'S INVOLVEMENT / COORDINATION WITH A CONSTRUCTION MANAGER)

During the Construction Phase of the project, the following services shall be furnished:

1. Pre-Construction Conference

A pre-construction conference shall be organized and conducted to brief all parties concerned with general and special requirements of the contract for construction. Procedural matters, routing of information, and project representatives shall be defined. Attendees shall include representatives from the City staff, the Consultant, the Contractor, and all major subcontractors.

2. Job Site Meetings

Job site meetings (anticipate twenty-four (24) meetings) shall be scheduled and conducted by the Consultant for the same day and time through the duration of the project. Scheduling, coordination, requests for information, and changes to the contract for construction are routinely monitored. The consultant shall publish and distribute a field report for each job site meeting, documenting the progress of construction and specifically noting current and delinquent action items.

3. Submittal and Shop Drawing Review

The Consultant shall review required shop drawings, RFI responses, and related submittals as defined by the contract documents.

4. Project Close Out

At the completion of the Construction Phase a final job site meeting and review of the entire facility shall be conducted. A final punch list will be published and distributed by the Consultant to all parties concerned, specifically noting required corrections, non-conforming work, and work remaining to be completed. A second walk-through shall be conducted when all punch list items have been corrected, at which time a Final Notice of Completion shall be filed by the City.

5. Record Drawings

Consultant will review contractor submitted Record Drawings for contract conformance and completeness based upon field observations made during the construction observation/administration task and the original contract documents. Consultant shall not be held responsible for inaccuracies of the contractor provided record drawings. Any site visits required to verify information contained on the contractor's as-built drawings will be provided on an hourly basis.

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CITY	of SAN FERNANDO																																	
PROJECT SCHEDULE			AU			SEPT			ОСТ			NOV			DEC			JAN			FEB			MAR		APRIL		MAY		JUNE				
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Phase I: Project Familiarization and Pre-Design																																		
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Task A	Project Familiarization																																	
Task B	Pre-Design Coordination]
Phase II: Community Engagement Plan																																		
Task A	Site Analysis / Opportunities & Constraints Exhibits																															П		7
Task B	Preliminary Conceptual Plan																															П		Л
Task C	Dedicated Project Website											•																						
Task D	In-person Open House Park Workshop											1																				i I		
Task E	Schematic Design / Design Development																																	
Phase III:	Phase III: Construction Document Development																																	
Task A-G	Construction Documentation																																	1
Phase IV: Bidding and Construction Observation																																		
Task A	Bidding Procedures																																	J
Task B	Construction Observation																																	







Zachary Mueting, LLA, LEED AP (BD+C) Principal-in-Charge RJM Design Group, Inc. Zachary has been with RJM Design Group since 2005. Zachary is a licensed landscape architect, a strong background in recreation planning and design. His experience is unique having developed proficiency in all

areas of RJM's business capacity including construction documentation, construction observation, facility design, as well as community outreach and facilitation. This experience, along with his education, professional accreditation, and publication of community consensus building techniques enables him to fulfill his role in leading contribute to the success of any project large or small. many different types of project development.

Licenses

- Landscape Architect / CA 5731
- Legacy LEED AP Building Design + Construction
- FAA 107 Licensed Remote Drone Pilot

Education

- · Masters Degree, Landscape Architecture, California Polytechnic State University, Pomona
- Bachelor of Science, Information Technology, Colorado Technical University
- Bachelor of Science, Information Systems Management, Colorado Technical University

Parks

- · Bartlett Park, Huntington Beach, CA
- Central Park Playground, Huntington Beach, CA
- · Cherry Park, Lake Forest, CA
- Cordova Park Renovation, Mission Viejo, CA
- Evans Park & Lyle Marsh Park, Menifee, CA
- · Grant Howald Park, Newport Beach, CA
- · Heroes Park, Lake Forest, CA
- Irby Park, Huntington Beach, CA
- · Murdy Park, Huntington Beach, CA
- North Park, Inglewood, CA
- · O'Neill Regional Park Amphitheater Replacement, Trabuco Canyon, CA
- · Pavion Park, Mission Viejo, CA
- · Peace Park Playground, Long Beach, CA
- Pinehurst Park, Chino Hills, CA
- · Portola Park, Lake Forest, CA
- RC Central Park Pier, Rancho Cucamonga, CA
- San Carlo & Valencia Parks Rehabilitation, Irvine, CA
- Seaside Park, Long Beach, CA
- · Sea Terrace Park, Dana Point, CA
- Serrano Creek Park, Lake Forest, CA
- Tewinkle Park, Costa Mesa, CA
- · Whispering Hills Park, Lake Forest, CA
- · Worthy Park Renovation, Huntington Beach, CA
- Yarborough Park Renovation, Lake Elsinore, CA



Andrew Steen, LLA, Certified Arborist Project Manager RJM Design Group, Inc. Andy Steen has been a part of RJM Design Group since 2014. He is a licensed landscape architect and certified arborist, with a strong background in landscape materials, construction, and

detailing. With over 18 years of experience designing parks and community facilities, Andy has a unique way of blending old techniques with modern design ideas. He has served as Project Manager on many park design projects. Andy offers organizational, communication, and team coordination skills that

Licenses

- Landscape Architect/ CA 5858
- Certified Arborist WE-9969A
- Tree Risk Assessment Qualification
- FAA 107 Licensed Remote Drone Pilot
- Notary Public

Education

· Bachelor of Science, Environmental Planning and Design, Landscape Architecture, Rutgers University, State University of New Jersey (2003)

Parks

- Cherry Park, Lake Forest, CA
- · Cordova Park, Mission Viejo, CA
- · Drake Chavez Park, Long Beach, CA
- · Larry Gury Community Park, Sacramento, CA
- · Los Serranos Park, Chino Valley Unified School District, Chino Hills, CA
- Murdy Park, Huntington Beach, CA
- Nottoli Community Park, Sacramento, CA
- · Pinehurst Park, Chino Hills, CA
- · Portola Park, Lake Forest, CA
- · Worthy Park, Huntington Beach, CA
- Yorba Linda Adventure Playground, Yorba Linda, CA

Sports Facilities

- · Don Knabe Golf Center, Norwalk, CA
- Drake Chavez Park Soccer Fields, Long Beach, CA
- Esencia Sports Park, Rancho Mission Viejo, CA
- Felipe Tennis Center, Mission Viejo, CA
- · Mira Mesa Sports Park, San Diego, CA

Rubio Medina Owner, Architect

RMARCHITECT

RM Architecture is a sole proprietor, full service architectural, planning, and construction management firm established in 2010. They devote principal level leadership to each and every project. With this approach RM Architecture is able to provide quality services which results in successfully implemented projects, lasting relationships and repeat clients. With a diverse background RM Architecture is able to quickly establish and identify programmatic obstacles, establish consensus among multiple stakeholders, and develop design solutions that are relevant, have character, and are engaging. They are a certified small business enterprise (SBE) located in the City of Irvine providing services to the surrounding counties of Riverside, Los Angeles, San Diego, and Orange County. All projects are lead and involve firm principal and owner Rubio Medina who has over twenty years experience providing project management and guidance to both public and private clients.

Registrations

CA Architect c. 30059

Relevant Project Experience

- Balboa Island Fire Station Remodel, Newport Beach, CA
- Big Canyon Reservoir Auxiliary Facility Maintenance Yard, Newport Beach, CA
- Corona Fire Department Facility Assessment and Planning, Corona, CA
- Costa Mesa City Hall Restroom Accessibility Renovation, Costa Mesa, CA
- Costa Mesa City Hall Remodel, Costa Mesa, CA
- El Segundo Beach Lifeguard Station, El Segundo, CA
- · Glendale Fire Facility Assessment, Glendale, CA
- Inland Empire Utilities Agency Operations Building Assessment and Space Planning, Ontario, CA
- Irvine On-Call Architectural Services, Irvine, CA
- Laguna Beach Main Beach Restroom Replacement, Laguna Beach, CA
- Laguna Beach On-Call Architectural Services, Laguna Beach, CA
- Main Branch Library Remodel, Newport Beach, CA
- Montebello Land and Water Reservoir Façade, Montebello, CA
- · Nature Center ADA Upgrades, Irvine, CA
- Newport Beach Lifeguard Remodel, Newport Beach, CA
- Orange County Water District Annex Facility Locker Room Remodel, Fountain Valley, CA
- Rodgers Senior Center Upgrades, Huntington Beach, CA
- Santa Monica Fire Facility Assessment and Programming, Santa Monica, CA
- Santa Monica On-Call Architectural Services, Santa Monica, CA
- South Coast Water District Lift Station 2 Façade, Laguna Beach, CA
- Turtle Rock Community Center ADA Upgrades, Irvine, CA

Tom Carcelli, civTEC

Civil Engineer



Education

- BS, Civil Engineering, University of California, Irvine, 1988
- Masters in Architecture, California State Polytechnic University, Pomona, 1994

Licenses

- Registered Civil Engineer/CA #81640
- Qualified SWPPP Developer (QSD) C-81640

Relevant Project Experience

- Anthony Munoz Community Center, Ontario, CA
- · Bommer Canyon Community Park, Irvine, CA
- · Cherry Park, Lake Forest, CA
- · Cordova Park, Mission Viejo, CA
- · Dali Dog Park, Rowland Heights, CA
- Esencia Sports Park, Rancho Mission Viejo, CA
- · Ford Park Aquatics Facility, Bell Gardens, CA
- Gardena Community Aquatics & Senior Center, Gardena, CA
- Grant Howald Park, Newport Beach, CA
- JAPRD Community Recreation Center, Riverside, CA
- Joe Balderrama Park, Oceanside, CA
- Lake Mission Viejo Improvements, Mission Viejo, CA
- · Los Serranos Park, Chino Hills, CA
- Marguerite Aquatics Complex, Mission Viejo, CA
- Murdy Park, Huntington Beach, CA
- Orange Coast College Baseball Field Renovation, Costa Mesa, CA
- · Peace Park Playground, Long Beach, CA
- · Portola Park, Lake Forest, CA
- Rancho Cucamonga Central Park Master Plan Update, Rancho Cucamonga, CA
- Santa Ana Civic Center Plaza Improvements, Santa Ana, CA
- Santa Monica Civic Multi-Purpose Sports Field, Santa Monica, CA
- Yorba Linda Adventure Play, Yorba Linda, CA



EXHIBIT "B"

GLASIR DESIGN

William Zavrsnick FBA Engineering Electrical Engineer

FBA ENGINEERING

William Zavrsnick has 30 years of experience and has been active in the electrical engineering field since joining FBA in 1985. His experience includes the electrical design of Public Works, Parks and Recreation Facilities. He is particularly experienced in the design and development of electrical power distribution, general, specialized and event power systems, outdoor, security and sports field lighting systems, lighting photometric studies, phased construction projects and familiar with public bid type projects and construction.

Education

• BS Civil Engineering/Mount Hood College, Oregon

Certifications

- LEED Accredited Professional LEED AP
- Illuminating Engineering Society IES
- Institute of Electrical and Electronic Engineers IEEE American Institute of Architects — AIA
- Electrical Engineering Los Angeles County

Relevant Project Experience

- · Bommer Canyon Community Park, Irvine, CA
- · City Park Improvements, Lake Elsinore, CA
- Civic Lot Multi-Purpose Sports Field, Santa Monica, CA
- El Dorado Park & Nature Center, Long Beach, CA
- · Esencia Sports Park, Rancho Mission Viejo, CA
- Ford Park Aquatics Facility, Bell Gardens, CA
- Gardena Community Aquatics & Senior Center, Gardena, $\subset \Delta$
- · Hero's Park, Lake Forest, CA
- · Joe Balderrama Park, Oceanside, CA
- · Kraemer Memorial Park, Placentia, CA
- · Laguna Hills City Parks, Laguna Hills, CA
- · Lake Forest Neighborhood Parks, Lake Forest, CA
- · La Placita Parkette, Placentia, CA
- · Los Amigos Park, Santa Monica, CA
- · Los Serranos Park, Chino Hills, CA
- · Marchant Park, San Dimas, CA
- · McFadden Park, Placentia, CA
- Murdy Park, Huntington Beach, CA
- · Portola Park, Lake Forest, CA
- · Portola Springs Park, Irvine, CA

Chris Curry Glasir Design Irrigation Design

Chris Curry is an irrigation sub-consultant who understands the Model Water Efficiency Landscape Ordinance to determine the water use for a project and in-turn design the irrigation system to meet the requirements of the Ordinance. He is familiar with new water savings technology to meet the allowable water use requirements. Glasir Design will ensure the project shows the planting hydro zones to be compatible with the irrigation design. For the past 10 years Chris has prepared irrigation plans for RJM park projects. Chris has over 19 years' experience in irrigation design, landscape architecture, and landscape construction. His focus is on the efficient use of water in the landscape. He has been rewarded for his efforts by being chosen by the United States Environmental Protection Agency as the WaterSense Irrigation Partner of the year for 2011.

Education

 B.S. Landscape Irrigation Science / California Polytechnic University, Pomona, CA

Relevant Project Experience

- Admiral Kidd and Seaside Park Field Renovations, Long Beach, CA
- · Bonita Creek Field Renovation, Newport Beach, CA
- Central Park Master Plan Revision, Rancho Cucamonga,
- Central Park Tennis Complex, Santa Clarita, CA
- Drake Soccer Field, Long Beach, CA
- Fillmore Aquatics & Tennis Complex, Fillmore, CA
- · Ford Park Aquatic Center, Bell Gardens, CA
- Gardena Community Aquatics & Senior Center, Gardena, CA
- · Grand Avenue Park, Chino Hills, CA
- Grant Howald Park, Newport Beach, CA
- · Lake Forest Sports Park, Lake Forest, CA
- · Los Amigos Park, Rancho Cucamonga, CA
- North Beach Improvements, Lake Mission Viejo Association, CA
- · Portola Park & Dog Park, Lake Forest, CA
- · Redhawk (Dog) Park Improvements, Temecula, CA
- Santa Clarita Sports Complex & Aquatic Center, Santa Clarita, CA
- Santa Monica Civic Center Sports Fields, Santa Monica,
- · Worthy Park Renovation, Huntington Beach, CA
- · Yorba Linda Adventure Play, Yorba Linda, CA

Dave Dzwilewski Summit Turf & Hort Consultants



Sports Field Consultant

Summit Turf and Hort Consultants is a partnership between Dave Dzwilewski and Jason Gihring. This partnership was formed in response to a need in the sports turf and horticulture industries for quality consulting services that provide practical solutions that are grounded in science, industry experience, and creative problem solving.

Summit Turf and Hort Consultants work in conjunction with a select group of trusted laboratories, each with their own strengths, to ensure that soils are analyzed by the proper methods for a given application. They then draw on their talents, education, and expertise to help clients write specifications for their projects which describe materials that will perform at the highest level while keeping costs firmly under control.

Education

• B.S. Soil Science, University of Massachusetts

Project Experience

- California Academy of Science Green Roof
- Camp Pendleton Green Roof
- Disneyland Cars Land Extension Los Angeles
- Disneyland Star Wars Land Extension
- · Getty Museum Green Roof
- · Great Park Athletic Fields- Irvine
- · Los Angeles Angels of Anaheim
- Los Angeles Chargers
- Los Angeles Football Club, Exposition Park
- Oakland A's MLB Urban Youth Academy, Compton
- · Samsung Stadium in South Korea
- San Diego Padres

Nachi Madhavan, AIA Jones & Madhavan, Principal Water Feature Design

Jones & Madhavan Architecture Engineering is a multi-disciplinary design firm dedicated to providing the highest quality architecture and engineering services for public aquatic facilities. Since being founded in 1990, JMAE has repeatedly demonstrated its ability to design modern aquatic facilities that meet the ever changing needs of its users. Mr. Madhavan will oversee the design and construction administration.

Education

• Bachelor of Science 1983, California Polytechnic State University, San Luis Obispo, CA

Licenses

California, Architect #C25855

Relevant Project Experience

- Algin Sutton Recreation Center, Los Angeles, CA
- · Crespi Carmelite High School, Encino, CA
- De Mandel Aquatic Center at Occidental College, Los Angeles,CA
- · Ford Park Aquatic Center, Bell Gardens, CA
- · Garden Community Aquatic and Senior Center, Gardena, CA
- Harvard Park Aquatic Center, Los Angeles, CA
- Hemingway Aquatic Center, Carson, CA
- · Repplier Aquatic Center, Banning, CA



EXHIBIT "B"



Projecty \$1247fff Requestinged)

Gregory Silver M.SC., PE, GE GMU Geotechnical, Inc. Geotechnical Engineer



Mr. Silver has over 30 years of progressively responsible engineering and management experience in a wide variety of geotechnical engineering projects. He has worked successfully for and with industrial, residential, and commercial developers, master community planners, and governmental agencies. He has extensive experience in landslide evaluation and remediation design, geotechnical instrumentation, residential and commercial development, public works projects, municipality consultation, mechanically stabilized earth walls, and forensic projects. In addition, he has served as an expert witness in regards to numerous geotechnical issues over the last 25 years. Over the period of 1988 to 1997, Mr. Silver was City Geotechnical Engineer for numerous cities throughout Southern California. Currently, Mr. Silver serves as President and Principal Engineer of GMU. Mr. Silver is a past president of CalGeo - a 100 member firm statewide organization.

Education

- M.S. Civil Engineering California State University, Long Beach, CA
- B.A. Geological Sciences University of California Santa Barbara, CA

Registrations

- Registered Civil Engineer State of California
- Registered Geotechnical Engineer State of California
- Registered Civil Engineer State of Nevada

Professional Affiliations

• President for the California Geotechnical Engineers Association (CGEA)

Relevant Project Experience

- Dog Park Feasibility and Concept Plans, Mission Viejo, CA
- · Santa Clarita Sports Complex & Aquatic Center, Santa Clarita, CA
- Esencia Sports Park, Ranch Mission Viejo, CA
- · Sendero Field, Rancho Mission Viejo, CA
- Hilltop Club at Esencia, Rancho Mission Viejo
- Sendero Core Recreation Site, Rancho Mission Viejo, CA
- Pavion Park Restroom Addition, Mission Viejo, CA
- · Founders Park, Ladera Ranch, CA
- Park Feasibility Studies, Mission Viejo, CA
- Tierra Grande Park, Talega, San Clemente, CA

Jay Helekar, Principal HL Construction

Cost Estimating



CONTRACT NO. 2107

EXHIBIT "B"

As Principal and Founder of HL Construction Management, Jay brings more than 20 years of cost estimating consulting experience, including many public sector park projects. He brings value engineering expertise supporting solutions for park renovations, including integration with the surrounding area including pathways, green spaces, and landscaping design. HLCM's team understands the pre-construction effort of publicly funded projects and take pride in our collaboration with the design team and city administrators at an early stage. Our focus is on project budget constraints, while incorporating the project goals, and the impact on the operations during construction.

Education

California State University, Long Beach

Certifications

- LEED Accredited Professional LEED AP BD+C
- Member, American Society of Professional Estimators (ASPE)

Project Experience

- Bommer Canyon Community Park Rehabilitation, Irvine, CA
- Beaumont USD, Beaumont HS (Basketball courts), Rialto, CA
- Playfields Park, Davis, CA
- · Anthony Munoz Community Center Pool, Ontario, CA
- · Eastvale Community Park, Eastvale, CA
- · Frisbee Park, Rialto, CA
- Great Park Ice and Sports Complex, Irvine, CA
- Rancho Cordova Little League, Rancho Cordova, CA
- Jurupa Valley Aquatic Center, Riverside County, CA Plummer Park, Parking Lot Re-Development, West Hollywood, CA
 - Music/Theatre Complex-Liberal Arts Campus, Long Beach City College District, Long Beach, CA
 - New Fine Arts Building, Irvine Valley College, South Orange County Community College District, Irvine, CA
 - Rancho Santiago CCD, Santiago Canyon College, Campus Entrance Improvements, Orange, CA
 - Rancho Santiago CCD, Santa Ana College, Barrier Removal, Santa Ana, CA
 - · South Orange County CCD, Saddleback College, Parking Lots, Mission Viejo, CA

Proposal Costs Sheetick Rates Section

It is the objective of our Design Team to provide the most comprehensive, yet efficient, approach to the development of the Las Palmas Park Revitalization Project. The fees below include all costs to be incurred by RJM Design Group, Inc. and an allowance for reimbursable expenses. The scope of work and associated fees are subject to refinement at Client's request.

This fee summary represents our current understanding of the project scope and complexity associated with an estimated total construction budget of \$2,695,000 and is calculated with the following breakdown:

7.7 acres of park rehabilitation @ 350K/acre	\$ 2,695,000
Design fees as identified in proposal (design and engineering)	\$ 490,121
Construction management allowance/ contingency	\$ 315,154
Total Las Palmas Completion Budget	\$ 3,500,000

PHASE	FEE
Phase 1 — Project Familiarization & Pre-Design	\$58,580
Phase 2 — Community Engagement Plan	\$122,113
Phase 3 — Construction Document Development	\$234,459
Phase 4 — Bidding & Construction Observation	\$67,969
TOTAL FEES PHASES 1-4	\$483,121
Reimbursable Expenses	\$7,000
TOTAL FEE*:	\$490,121

REIMBURSABLE EXPENSES (Estimated Allowance \$7,000.00)

When incurred, the following project expenses will be billed at cost plus 15% administrative fee in addition to the above professional services fee:

- Printing, plotting, copying, scanning, photography, graphic expenses
- Delivery, shipping, and handling of documents
- Permits, plan check, and inspection fees
- City business license
- Soils testing

ADDITIONAL SERVICES

Professional services not specifically identified in the scope of work will be considered additional services and may be performed at Client's request, reimbursable at Consultant's standard hourly rates. Additional services may include, but are not limited to:

- Additional meetings, presentations, or site visits beyond those identified in the scope of work.
- Exhibit preparation beyond that identified in the scope of work.
- Revisions to documents required as a result of changes in Client's direction; changes subsequent to Client's approval; or changes in governmental codes or regulations.
- Design of improvements beyond the designated project site, or due to changes in project phasing schedule.
- Specialized billing or accounting forms, invoices, spreadsheets.
- Engagement of other consultants not specifically identified below.

Proposal Casses Section (continued)

- Fire sprinkler and fire alarm drawings and calculations (to be design-build by general contractor)
- ADA compliance for existing spaces beyond 5' of the existing restroom

ASSUMPTIONS:

- TOPOGRAPHY: A 20-scale Aerial shall be provided and tied to a County/City benchmark & survey boundary control points as available. The site boundary will be plotted if adequate record maps and/or a Legal Description can be found or provided prior to commencing the Aerial Survey. Existing easements will be plotted if a Title Report is provided with backup documentation. civTEC will provide up to 2-days of field survey, as required, to pick up critical elements for design.
- BASE MAP: This proposal includes the preparation of a Base Map with the survey information, existing sewer, water and storm drain lines plotted thereon as shown on either the available research or provided drawings. civTEC can include existing dry utility locations (gas, electric, telephone, cable, etc.) if we are provided the drawings and/or locations.
- STREET PLANS: This proposal assumes off site public street plans are not required. Grading and landscaping adjacent to street will to be shown on Grading Plan.
- STORM DRAIN: This proposal assumes project drain inlets/outlets to be shown in plan view only (for lines under 18-inches in diameter). Preparation of Storm Drain Plans with Special Structures to disperse concentrated runoff from watersheds outside the project area is additional work.
- HYDROLOGY: This proposal includes on-site Hydrology as directly impacted by the proposed improvements and excludes any studies of off-site Hydrology.
- SWPPP: This proposal assumes that the area of disturbed land will be over 1.0 acre, thus subjecting the project to NPDES/NOI requirements. If required civTEC can prepare a project specific SWPPP and assist the owner (LRP) with the NOI and WDID filing with the State.
- WQMP/STORM WATER BMPs: This proposal assumes that the project will be a priority project and a priority WQMP and treatment and retention/detention systems for storm runoff for LID/Hydromodification will be required.
- SEWER: This proposal assumes new sewer connections are required. This proposal excludes any special studies, sewage lift stations or off-site upsizing of the existing mainline.
- WATER: This proposal assumes new water connections are required. This proposal
 excludes a Fire Loop Plan and assumes the Architect obtains Fire Department
 clearance/hydrant locations. This proposal excludes any special studies, pump stations
 or off-site upsizing of the existing mainline capacity or any public water plan for
 relocations. A Fire Master Plan, if required, is additional work.
- Proposal excludes bid alternates and phasing modifications.
- Splash pad system to be outdoor approximately 2,500 SF with an estimated construction cost of 550,000.
- Proposal assumes all food prep is pre-packaged food only. Building will not require LA
 county of Health Approvals. We will work within the guidelines for concession stand
 vending of pre-packaged food service under LA County Public Health standards.

CONSULTANTS' HOURLY RATES

Compensation for additional services will be billed hourly at our standard rates* below:

RJM DESIGN GROUP, INC.	
Principal Landscape Architect	\$195 per hour
Associate Landscape Architect	\$175 per hour
Landscape Architect	\$155 per hour
Job Captain / Landscape Designer	\$140 per hour
CADD Technician / Graphics	\$125 per hour
Clerical	\$95 per hour
RUBIO MEDINA	
Project Architect	\$150 per hour
Project Manager	\$135 per hour
Drafting	\$65 per hour
Clerical	\$35 per hour
CIVTEC (CIVIL ENGINEERING/SURVEY)	
Principal	\$185 per hour
Project Manager	\$150 per hour
Project Engineer	\$125 per hour
Project Surveyor	\$120 per hour
Design Engineer	\$100 per hour
Draftperson	\$75 per hour
Project Assistant	\$60 per hour
2-Man Survey Crew	\$275 per hour
3-Man Survey Crew	\$355 per hour
FBA ENGINEERING	
Principal / Project Director	\$210 per hour
V.P. / Senior Associate	\$160 per hour
Associate / Project Manager	\$160 per hour
Construction Support	\$135 per hour
Electrical Designer	\$110 per hour
CAD / BIM Designer	\$90 per hour
Technical Typist	\$50 per hour
GLASIR	
On-Site Consulting	\$135 per hour
Irrigation Designer	\$110 per hour
Plan Check	\$110 per hour
SUMMIT TURF AND HORT CONSULTANTS	
On-Site Consulting / Reporting	\$125 per hour

Proposal Costs Sheletick Rates Section (continued)

JONES AND MADHAVAN	
Principal Architect	\$200 per hour
Principal Mechanical Engineer	\$200 per hour
Architectural Designer	\$125 per hour
Mechanical Designer	\$125 per hour
CAD Draftperson	\$95 per hour
Clerical	\$65 per hour
GMU	
Principal / Director	\$280 per hour
Associate Engineer or Geologist	\$255 per hour
Senior Engineer or Geologist	\$235 per hour
Project Engineer or Geologist	\$200 per hour
Senior Staff Engineer or Geologist	\$180 per hour
Staff Engineer of Geologist	\$165 per hour
CAD / GIS Design Engineer	\$120 per hour
Document Preparation and Project Services	\$105 per hour

^{*}Charges for subconsultant services are billed at cost plus a 15% coordination fee.

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above.

Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2023. Provisions for fee escalation pertain to all contract extensions and additional work.

Thank you for the opportunity to submit this proposal.





Community Inspired Spaces

RJM Design Group, Inc. 31591 Camino Capistrano San Juan Capistrano, CA 92675 rjm@rjmdesigngroup.com www.RJMdesigngroup.com [949] 493-2690 fax [949] 493-2600 phone This Page
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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

Councilmember Joel Fajardo From:

Date: January 3, 2023

Subject: Consideration to Appoint Representatives to Serve as Commissioners to the

Education, Parks, Wellness and Recreation, Transportation and Public Safety, and

Planning and Preservation Commissions

RECOMMENDATION:

I have placed this on the agenda (Attachment "A") to recommend the City Council to:

- a. Approve Angel Zobel-Rodriguez to be appointed as my representative to the Education Commission;
- b. Approve Nicole Mohr to be appointed as my representative to the Transportation and Public Safety Commission;
- c. Approve Natasha Sanchez-Brooks to be appointed as my representative to the Parks, Wellness and Recreation Commission; and
- d. Approve Hector A. Pacheco to be appointed as my representative to the Planning and Preservation Commission.

BACKGROUND/ANALYSIS:

- 1. Due to the November 8, 2022 General Municipal Election, changes to the members of the City Council along with the annual City Council reorganization, prompts a review of City Council Liaison assignments, Ad Hoc Committee assignments and Committee/Commission appointments.
- 2. Per the City's Code (Attachment "B"), each Councilmember may appoint one Commissioner to each Commission (i.e. Planning and Preservation Commission; Parks, Wellness, and Recreation Commission; Transportation and Safety Commission; and Education Commission), with such appointment to be ratified by the full City Council. For appointment consideration, interested residents must submit an application to the nominating Councilmember, at which time the proposed appointment is brought back to the City Council to approve and ratify.

CITY COUNCIL

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Consideration to Appoint Representatives to Serve as Commissioners to the Education, Parks, Wellness and Recreation, Transportation and Public Safety, and Planning and Preservation Commissions
Page 2 of 3

3. On December 28, 2022, Ms. Zobel-Rodriguez submitted an application (Attachment "C") seeking consideration as my representative appointed to the Education Commission. The appointment would replace Commissioner David Govea appointed by former Councilmember Sylvia Ballin.

- 4. On December 27, 2022, Ms. Mohr submitted an application (Attachment "D") seeking consideration as my representative appointed to the Transportation and Public Safety Commission. The appointment would replace Commissioner Dee Akemon appointed by former Councilmember Sylvia Ballin.
- 5. On December 27, 2022, Ms. Sanchez-Brooks submitted an application (Attachment "E") seeking consideration as my representative appointed to the Parks, Wellness and Recreation Commission. The appointment would replace Commissioner NinaMarie Julia Herrera Ballin appointed by former Councilmember Sylvia Ballin.
- 6. On December 27, 2022, Mr. Pacheco submitted an application (Attachment "F") seeking consideration as my representative appointed to the Planning and Preservation Commission. The appointment would fill the vacancy that resulted from my first day of service as an elected City Councilmember, originally appointed to the Commission by former Councilmember Sylvia Ballin.

BUDGET IMPACT:

The City pays each Commissioner \$75 for attendance at up to one (1) meeting per month. A total of \$900 per commissioner is appropriated in each responsible Department's budget. Sufficient funds are included in the Fiscal Year 2022-2023 adopted Budget.

CONCLUSION:

I recommend that the City Council:

- a. Approve Angel Zobel-Rodriguez to be appointed as my representative to the Education Commission; to replace Commissioner David Govea appointed by former Councilmember Sylvia Ballin;
- b. Approve Nicole Mohr to be appointed as my representative to the Transportation and Public Safety Commission; to replace Commissioner Dee Akemon appointed by former Councilmember Sylvia Ballin;

Consideration to Appoint Representatives to Serve as Commissioners to the Education, Parks, Wellness and Recreation, Transportation and Public Safety, and Planning and Preservation Commissions
Page 3 of 3

- c. Approve Natasha Sanchez-Brooks to be appointed as my representative to the Parks, Wellness and Recreation Commission; to replace Commissioner NinaMarie Julia Herrera Ballin appointed by former Councilmember Sylvia Ballin; and
- d. Approve Hector A. Pacheco to be appointed as my representative to the Planning and Preservation Commission; to fill the vacancy that resulted from my first day of service as an elected City Councilmember, originally appointed to the Commission by former Councilmember Sylvia Ballin.

ATTACHMENTS:

- A. Request to Agendize an Item for City Council Discussion/Consideration
- B. City Code Pertaining to Commissions
- C. Application to Serve on a City Commission Angel Zobel-Rodriguez
- D. Application to Serve on a City Commission Nicole Mohr
- E. Application to Serve on a City Commission Natasha Sanchez-Brooks
- F. Application to Serve on a City Commission Hector A. Pacheco



REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMAT	ΓΙΟΝ				
NAME			TITLE		
Joel Fajardo		Councilmember			
ITEM INFORMATION					
SUBJECT Title of the item you are requesting to	_				
 (1) Reappointment of Three Commissioners: a. Angel Zobel-Rodriguez to the Education Commission, b. Nicole Mohr to the Transportation and Public Safety Commission, and c. Natasha Brooks to the Parks, Wellness and Recreation Commission 					
PRIORITIES Is this included in the current FY priorities?	BUDGET Is this a budgeted item?	FISCAL IMPAC Is there a fisca	T al impact? If yes, indicate amount.		
☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes	☑ No \$		
BACKGROUND/ANALYSIS Provide the reason y	ou are requesting this item be	agendized.	1//		
This is to reappoint:					
b. Nicole Mohr to the Transpo	INCORPO AUG. 31,	RATED			
ATTACHMENTS Do you have any attachments to include?					
Yes No					
RECOMMENDATION Indicate the direction you are recommending.					
I recommend for the City Counci	I to reappoint the afor	ementione	d commissioners.		



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

DISCUSSION/CONSIDERATION			
CITY COUNCILMEMBER INFORMAT	TION		
NAME		TITLE	
Joel Fajardo		Councilmember	
ITEM INFORMATION		·	
SUBJECT Title of the item you are requesting t	to be agendized.		
Appointment of Hector A. Pache	co to the Planning ar	nd Preservation Commission.	
PRIORITIES Is this included in the current FY priorities?	BUDGET FISCAL IMPACT surrent FY priorities? Is this a budgeted item? Is there a fiscal impact? If yes, indicate amount.		
☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No \$	
BACKGROUND/ANALYSIS Provide the reason y			
ATTACHMENTS Do you have any attachments	CALIFO		
	to metade.		
☑ Yes ☐ No			
RECOMMENDATION Indicate the direction you	u are recommending.		
I recommend appointing Hector	A. Pacheco to the Pla	anning and Preservation Commission.	

- CODE

Chapter 2 - ADMINISTRATION ARTICLE V. - BOARDS, COMMISSIONS, COMMITTEES, AGENCIES AND AUTHORITIES DIVISION 1. GENERALLY

DIVISION 1. GENERALLY

Sec. 2-401. Appointment of city commissioners.

- (a) The city council shall have the authority to appoint individuals to city commissions.
- (b) Appointed members of boards and commissions serve at the pleasure of the city council, pursuant to Government Code Section 36506.
- (c) For purposes of this Division 1, "commissions" shall include, but not be limited to, city commissions, boards, committees, and other bodies comprised of members appointed by the city council.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-402. Method of appointment to commissions.

Unless otherwise specified in this code, each city councilmember will be assigned a position that will correlate to a position on each commission. That councilmember will have the authority to nominate an individual to serve in the assigned position on the commission. Each such nomination shall require ratification by a majority of the city council.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-403. Removal of commission members; vacancies.

- (a) All commissioners serve at the pleasure of the city council and any commissioner may be removed, with or without cause, either by a majority of the entire membership of the city council or by the councilmember who individually appointed such commissioner.
- (b) If vacancies in any commission occur, other than by expiration of the term, such vacancies shall be filled by appointment for the unexpired portion of the term. The city council member who nominated the vacating commission member shall nominate a replacement commissioner, subject to ratification by a majority of the city council.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-404. Term of commissioners.

The term of office for each commission member shall be one year; however, each member shall continue in the position beyond one year until replaced by the assigned city councilmember or until the member resigns.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-405. Rules of decorum for commissions.

(a) Decorum and order—Commissioners.

- (1) Commissioners shall accord the utmost courtesy to each other, to city employees, and to the public appearing before the commission and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.
- (2) Every commissioner desiring to speak shall address the chair of the commission and, upon recognition by such chair, shall confine discussion to the question under debate.
- (3) Every commissioner desiring to question administrative staff should address questions to the city manager who may answer the inquiry directly or designate the appropriate staff member to timely respond to such inquiry.
- (4) A commissioner, once recognized, shall not be interrupted while speaking, unless called to order by the chair of the commission, or a point of order is raised by another commissioner, or the speaker chooses to yield to questions from another commissioner.
- (5) Any commissioner may move to require the chair of the commission to enforce the rules. A majority of the commission shall require enforcement of the rules if the chair of the commission has refused.
- (b) Decorum and order—Employees. Members of administrative staff and city employees shall observe the same rules of procedure and decorum applicable to members of commissions. The city manager shall ensure that all city employees observe such decorum. Any staff member, including the city manager, desiring to address the commission or members of the public shall first be recognized by the chair of the commission. All remarks should be addressed to the chair of the commission and not to any one individual commissioner or member of the public.
- (c) Decorum and order—Public. Members of the public attending commission meetings shall observe the same rules of order and decorum applicable to the commission. Each person who addresses the commission shall not make personal, impertinent, slanderous or profane remarks to any member of the commission, staff or general public. Any person who makes such remarks, or who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct which disrupts, disturbs or otherwise impedes the orderly conduct of the commission meeting shall, at the discretion of the chair of the commission or a majority of the commission, be barred from further audience before commission during that meeting.
- (d) Personal interest. No commissioner disqualified from participation under state or local law shall remain at the commission dais during the debate or vote on such matter. The commissioner shall publicly state the grounds for disqualification on the record and, upon acceptance by the chair of the commission, leave the dais during the debate or vote on the issue.
- (e) Limitations on debate. No commissioner shall be allowed to speak more than once upon any one subject until every commissioner choosing to speak has spoken. Merely asking a question, or making a suggestion, is not considered speaking.
- (f) Dissents and protests. Any commissioner shall have the right to express dissent from, or protest to, any action of the commission and request that the reason be entered into the minutes.
- (g) Procedures in absence of rules. In the absence of a rule to govern a point or procedure, Robert's Rules of Order shall govern.

(Ord. No. 1648, § 3, 12-7-2015)

Secs. 2-406—2-425. Reserved.

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Chapter 2 - ADMINISTRATION ARTICLE V. - BOARDS, COMMISSIONS, COMMITTEES, AGENCIES AND AUTHORITIES DIVISION 8. EDUCATION COMMISSION

DIVISION 8. EDUCATION COMMISSION

Sec. 2-614. Created; composition; appointment; qualifications.

- (a) There is established an education commission in and for the city.
- (b) The education commission shall consist of five members.
- (c) Each member shall be appointed in accordance with section 2-34 of this Code.
- (d) Each member shall, at all times during their incumbencies, be a resident and registered voter of the city.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-615. Officers; compensation.

- (a) The members of the education commission shall annually in June elect one of its number as chair and one of its number as vice-chair, each to serve for a one-year term or until a successor is elected. The city clerk shall serve as secretary to the education commission. In the absence of the chair, the vice-chair, and/or the secretary, any other member shall call the meeting to order, whereupon a chair and/or a secretary shall be elected from the members present to preside for that meeting.
- (b) The city council shall fix the amount of compensation, if any, to be paid to the members of the education commission.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-616. Meetings; quorum.

- (a) The members of the education commission shall meet at least once a quarter at such time and place as it may fix by resolution. Special meetings may be called at any time by the chair of the commission or four members thereof by written notice served upon each member of the commission at least 48 hours before the time for the proposed meeting. Proper posting and Brown Act procedures will be followed.
- (b) Three members of the education commission shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time for want of a quorum until a quorum can be obtained.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-617. Absence from meetings.

- (a) Absence from three consecutive regular meetings of the education commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and his office shall become vacant. The vacancy thus created shall thereafter be filled by a successor to fill the unexpired term of office pursuant to section 2-35 of this Code.
- (b) Absence from three regular meetings of the education commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-

San Fernando, California, Code of Ordinances (Supp. No. 35)

- month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and his office shall become vacant. The vacancy thus created shall thereafter be filled by a successor to fill the unexpired term of office pursuant to section 2-35 of this Code.
- (c) Any member whose absences from regular meetings of the commission are deemed to constitute a retirement of such member under this section shall have the right to appeal the deemed retirement. The city council may overturn the deemed retirement if it determines that the absences of the member were the result of unusual circumstances.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-618. Powers and duties; rules and regulations; reports and records.

- (a) The powers and duties of the education commission shall be as follows:
 - (1) Establish and act as a liaison between the city and local school administrations, the city's school board representative for the Los Angeles Unified School District and representatives from other public and private schools operated in the city.
 - (2) Initiate studies, investigations, surveys and make recommendations to the city council regarding local K-12 education and local higher learning, educational grant and educational scholarship opportunities.
 - (3) Coordinate with the city police chief on the implementation of the School Resource Officer Program in local Los Angeles Unified School District schools and the deployment of a school resource officer at those schools.
- (b) Subject to the approval of the city council, the education commission may make and alter such rules and regulations for its organization and procedure as are consistent with this chapter, other city ordinances and state law.
- (c) The education commission shall keep an accurate record of all its proceedings and activities and shall render annually, on a calendar basis, a full report of the commission's activities and recommendations to city council.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-619. Incurring financial liability.

Neither the education commission nor any person connected with the commission shall incur any financial liability in the name of the city.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-620. Reserved.

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- CODE Chapter 54 - PARKS AND RECREATION ARTICLE II. PARKS, WELLNESS AND RECREATION COMMISSION

ARTICLE II. PARKS, WELLNESS AND RECREATION COMMISSION¹

Sec. 54-56. Created.

There is created and established a recreation and community services commission in and for the city, which shall be known as the "San Fernando Parks, Wellness and Recreation Commission." For purposes of this article, the capitalized word "commission" shall hereinafter refer to said San Fernando Parks, Wellness and Recreation Commission or the recreation and community services commission.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-57. Composition and appointment of members; cultural arts liaisons.

- (a) The commission shall consist of five members, with full participation and voting rights. Each member shall be appointed by a different appointing councilperson, with such appointment to be ratified by the city council in accordance with the provisions of Government Code § 54974. Such members of the parks, wellness and recreation commission shall be registered voters and city residents.
- (b) The commission may also appoint a maximum of two persons to serve as cultural arts liaisons. The cultural liaisons: (i) shall serve in advisory capacity to the commission only; (ii) shall serve at the pleasure of the commission and the city council and may be removed and replaced at any time with cause or without cause by majority of either the commission's or the city council's full membership; (iii) shall not be considered members of the commission and shall have no right to vote on commission business; (iv) shall attend such meetings of the commission as may requested by the commission; and (v) may include nonresidents of the city. The commission reserves the right to develop such additional criteria for the appointment of cultural liaisons provided that such additional criteria is not in conflict with federal or state law, this Code or such other policies of the city as may be established and from time-to-time amended by the city council.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-58. Officers.

The commission's members shall select from among themselves commissioners who will serve in the capacity of chair and vice chair for the commission. In the absence of the chair and vice, any other member shall call the commission to order, whereupon a chair shall be selected from the members present to preside for that meeting. Cultural arts liaisons may not serve as chair, vice chair or any other commission officer.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Cross reference(s)—Boards, commissions, committees, agencies and authorities, § 2-401 et seq.

¹Editor's note(s)—Ord. No. 1586, § 4, adopted Mar. 16, 2009, repealed the former Art. II, §§ 54-56—54-66, and enacted a new Art. II as set out herein. The former Art. II pertained to recreation and community services commission and derived from Code 1957, §§ 2.65, 2.66, §§ 2.69—2.74, §§ 2.76—2.78.

Sec. 54-59. Compensation of members.

The council shall fix the amount of compensation, if any, to be paid to commission members. Commissioners may not be compensated for any meetings or gatherings of the commission other than regular meetings of the commission.

Cultural arts liaisons shall not receive any compensation for their service as cultural liaisons.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-60. Meetings generally.

By resolution of the commission, the commission may establish a regular meeting schedule, provided that the commission shall schedule no more than one regular meeting each month. No meeting may be convened if city support staff is unavailable to participate in such meeting. Any adjourned meeting or special meeting requested by the commission shall be subject to the approval of the city manager based on the availability of city support staff to participate in such additional meetings. All meetings shall be subject to the provisions of the Ralph M. Brown Act (Government Code § 54950 et seq.).

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-61. Quorum.

Three members of the commission shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time for want of a quorum until a quorum can be obtained. Cultural arts liaisons shall not be counted to constitute a quorum.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-62. Absence from meetings.

- (a) Absence from three consecutive regular meetings of the commission by a member without the prior consent of the commission shall constitute an abandonment of the office and the absent commissioner's seat on the commission shall be deemed vacated. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.
- (b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office. The city council shall comply with the provisions of Government Code § 54974 before filing any vacancy.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-63. Powers and duties generally.

The powers and duties of the commission shall be:

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- (1) Initiating studies, investigations and surveys and making recommendations to the city council relative to the creation, operation, maintenance, management and control of the community recreation programs of parks, playgrounds and indoor and outdoor recreational activities.
- (2) Subject to the prior approval of the city council, adopting by resolution, rules and regulations not inconsistent with this Code and city ordinances, for the maintenance, improvement, use and operation of the parks, playgrounds, bathing facilities, recreation centers and other similar facilities of the city. A complete file of such rules and regulations shall be maintained in both the city clerk's office and that of the director of recreation and community services, with resolutions in the customary form and numbered numerically.
- (3) Participate in the development of a master plan for all parks and playgrounds owned and operated by the city and, upon approval of the plans by the city council, working consistently toward the achievement of the plan and for the improvement of the plan as originally approved.
- (4) Initiating studies, investigations and surveys and making recommendations to the city council relative to health, wellness and fitness, including such activities and programs created and/or maintained for the same by the director of recreation and community services.
- (5) Upon request of the city council, making other investigations, reports and recommendations upon subjects or other matters referred to it by the city council.
- (6) Planning and implementing cultural special events and planning and commissioning art in public places (e.g., murals, sculptures, city monuments, etc.).
- (7) Developing a list of activities that would be presented for council approval. Such activities will address a diverse and broad approach to culture, not any one culture. The activities would introduce the community to all cultures in this city and beyond.
- (8) Identifying and, subject to city council approval, securing outside funds to implement its activities, thereby saving city resources.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-64. Powers and duties concerning city-owned historic resources.

The following sites and improvements are declared by the city council to be historic resources. The commission shall have responsibility for programming the maintenance, improvement, use and operation of these city-owned historic resources, subject to approval by the city council:

- (1) The Lopez Adobe site at the southwesterly corner of the intersection of South Maclay Avenue and Pico Street.
- (2) Such other historic resources as the council shall from time to time select and add to this section by amendment.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-65. Rules and regulations.

Subject to the approval of the city council, the commission may make and alter such rules and regulations for its organization and procedures as are consistent with this article and other sections of this Code and city ordinances and with state laws.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

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(Supp. No. 35)

Sec. 54-66. Reports and records.

The commission shall keep an accurate record of all its proceedings and transactions and shall render annually, on a calendar basis, a full report of the commission's transactions and recommendations to the council.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-67. Incurring financial liability.

Neither the commission nor any person connected with the commission shall incur any financial liability in the name of the city.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Secs. 54-68—54-95. Reserved.

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- CODE Chapter 62 - PLANNING ARTICLE II. PLANNING AND PRESERVATION COMMISSION

ARTICLE II. PLANNING AND PRESERVATION COMMISSION²

Sec. 62-26. Established.

A planning commission for the city is established pursuant to Government Code § 65101 and shall be known as the planning and preservation commission. All references in this Code to the "planning commission" or "city planning commission" shall be to the planning and preservation commission. All references in ch. 106, art. VI, div. 14, of this Code to the "commission" shall be to the planning and preservation commission.

(Ord. No. 1702, § 3, 8-16-2021)

Sec. 62-27. Composition and appointment of members.

The planning and preservation commission shall be composed of five members, each with full participation and voting rights. Such members shall be registered voters and city residents. Each member shall be appointed by a different appointing councilperson, with such appointment to be ratified by the city council.

(Ord. No. 1702, § 3, 8-16-2021)

Sec. 62-28. Compensation.

The council shall fix the amount of compensation, if any, to be paid to the members of the planning and preservation commission.

(Ord. No. 1702, § 3, 8-16-2021)

Sec. 62-29. Officers.

The members shall organize the planning and preservation commission and shall elect a chair and vice-chair. In the absence of the chair and vice-chair, any other member shall call the commission to order, whereupon a chair shall be elected from the members present to preside for that meeting. The community development director shall serve as secretary.

(Ord. No. 1702, § 3, 8-16-2021)

Sec. 62-30. Meetings generally.

(a) The members of the planning and preservation commission shall meet once each month, at such time and place as may be fixed by resolution, and may hold such other meetings as from time to time may be called in the form and manner required by law.

²Editor's note(s)—Ord. No. 1702, § 2, adopted Aug. 16, 2021, repealed the former Art. II, §§ 62-26—62-35, and enacted a new Art. II as set out herein. The former Art. II pertained to similar subject matter and derived from Ord. No. 1586, § 1, adopted March 16, 2009.

(b) The planning and preservation commission shall discuss at least once a quarter matters pertaining to trees and the city's urban forest during regularly scheduled commission meetings.

(Ord. No. 1702, § 3, 8-16-2021)

Sec. 62-31. Absence from meetings.

- (a) Absence from three consecutive regular meetings of the planning and preservation commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.
- (b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(Ord. No. 1702, § 3, 8-16-2021)

Sec. 62-32. Quorum.

Three members of the planning and preservation commission shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time for want of a quorum and until a quorum can be obtained.

(Ord. No. 1702, § 3, 8-16-2021)

Sec. 62-33. Rules and regulations.

The planning and preservation commission may make and alter rules and regulations for its organization and procedure consistent with state laws and this article and other city ordinances.

(Ord. No. 1702, § 3, 8-16-2021)

Sec. 62-34. Records and reports.

The planning and preservation commission shall keep an accurate record of all its proceedings and transactions. The commission shall also, upon demand of the council, make other investigations and reports upon subjects within its jurisdiction.

(Ord. No. 1702, § 3, 8-16-2021)

Sec. 62-35. Powers and duties generally.

The planning and preservation commission shall have the powers and shall perform the duties prescribed by the city council and by state law for planning commissions established pursuant to Government Code § 65101.

In addition, for purposes of ch. 106, art. VI, div. 14, of this Code, the duties of the planning and preservation commission shall include the following:

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(Supp. No. 35)

- (1) Initiating studies, investigations and surveys and making recommendations to the city council relative to the designation, selection, establishment, maintenance, management, and control of historic resources and the preservation thereof.
- (2) Upon request of the city council, making other investigations, reports, and recommendations upon subjects related to the implementation of the historic preservation element of the general plan and ch. 106, art. VI, div. 14, of this Code, or other matters related to the city's historic preservation program referred to it by the city council.

(Ord. No. 1702, § 3, 8-16-2021)

Sec. 62-36. Powers and duties, trees and city's urban forest.

In addition to the duties discussed in section 62-35, the planning and preservation commission shall have duties related to trees and the city's urban forest, including the following:

- (1) To act in an advisory capacity to the city council on matters pertaining to the improvement and beautification of the city's urban forest, and to provide an official entity through which the city may organize and implement plans.
- (2) To establish procedures and rules of operation, as it deems necessary to give effect to the intent and purpose of this article, subject to the approval of the city council, and to perform such other duties as may be prescribed by the city council.
- (3) To oversee the preparation of, the reviewing of, and the recommendation of a city-owned tree inventory, master plan, and work plan/budget to the city council for implementation.
- (4) To be instrumental in evaluating needs, setting goals, and establishing policies for the community forestry program.
- (5) To recommend legislation to the city council regarding the urban forest.
- (6) To provide information regarding the selection, planning and maintenance of trees on public property.

(Ord. No. 1702, § 3, 8-16-2021)

Secs. 62-37-62-60. Reserved.

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- CODE Chapter 90 - TRAFFIC AND VEHICLES ARTICLE II. - ADMINISTRATION AND ENFORCEMENT DIVISION 2. TRANSPORTATION AND SAFETY COMMISSION

DIVISION 2. TRANSPORTATION AND SAFETY COMMISSION³

Sec. 90-71 Established; composition; appointment and compensation of members; officers.

- (a) There is established a transportation and safety commission of five members to be appointed by a different appointing councilperson, with such appointment to be ratified by the city council. Each member shall have full participation and voting rights. Each member shall also be a registered voter and city resident. Such members so appointed shall be persons who do not hold any office or position with the city. The terms of office of each member shall be one year.
- (b) The members shall organize the transportation and safety commission and shall elect a chair and vice-chair. In the absence of the chair and vice-chair, any other member shall call the commission to order, whereupon a chair shall be elected from the members present to preside for that meeting.

(Code 1957, § 13.25; Ord. No. 1586, § 6, 3-16-2009)

Sec. 90-72. Duties generally.

It shall be the duty of the transportation and safety commission to:

- (1) Suggest the most practicable means for coordinating the activities of all city officers and agencies having authority with respect to the administration or enforcement of traffic regulations;
- (2) Stimulate and assist in the preparation and publication of transportation safety and traffic reports;
- (3) Receive complaints having to do with traffic matters; and
- (4) Recommend to the city council, the chief of the traffic division and other city officials ways and means for improving traffic conditions and the administration and enforcement of transportation safety and traffic regulations.

(Code 1957, § 13.26)

Sec. 90-73. Meetings generally.

The members of the transportation and safety commission shall meet at such time and place as may be fixed by resolution and may hold such other meetings as from time to time may be called in the form and manner required by law.

(Code 1957, § 13.26.1)

Sec. 90-74. Absences from meetings.

(a) Absence from three consecutive regular meetings of the transportation and safety commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and

³Cross reference(s)—Boards, commissions, committees, agencies and authorities, § 2-401 et seq.

- the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.
- (b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(Code 1957, § 13.26.2)

Sec. 90-75. Compensation.

Each of the members of the transportation and safety commission shall receive compensation as the city council shall, from time to time, determine and fix by resolution.

(Code 1957, § 13.26.3)

Sec. 90-76. Removal of members.

Members of the transportation and safety commission shall be removed from office as provided in sections 2-35 and 90-74 of this Code.

(Code 1957, § 13.26.4)

Secs. 90-77—90-100. Reserved.

Created: 2022-03-17 14:02:27 [EST]

APPLICATION TO SERVE ON A CITY COMMISSION

This is a public document. To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all auestions.

APPLICANT INFORMATION		
Angelique Y. Zobel-Rodni RESIDENCE ADDRESS	GUEZ PHONE NO.	
RESIDENCE ADDRESS	San Fernando CA	21P CODE 91340
MAILING ADDRESS If different than above	CITY & STATE	ZIP CODE
EMAIL ADDRESS Business or personal to be used for Commission ac	tivity	
angel. Zobel rodriguez po 9	mail.com	
GREAT Schools	Customer Servi	a Manager
angel. zobel rodriguez & g EMPLOYER GREAT Schools BUSINESS ADDRESS 2201 Bloodway 4th i BUSINESS PHONE None GREATS CHOO	FIR Oakland CH	9461Z
BUSINESS PHONE none greatsche	ools org	
AND TOO A REGISTERED VOTER OF THE CITY OF SAN TERNANDO:	<i>J</i>	
YES NO DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? If yes, ple		
YES NO		
MEMBER COMMITMENT	(U. r. Car Disarra nach	
I am willing to fulfill all requirements of a City Commis	sioner, including but not limited to:	
 As Planning and Preservation Commissioner, I a public record, as required by the State and the 		ments (Form 700), a
 I understand that absence from three consecutive retirement. 	ive regular meetings shall be deemed to o	onstitute my
 I am willing to attend/complete the required two years. 	vo hours of State mandated AB1234 Ethic	s Training every tw
Please also attach and submit a brief bio statement to t	his application.	
I agree to all requirements mentioned above and have application.	provided all correct and truthful inform	ation in this
APPLICANT SIGNATURE	DATE	4-1
· Okeelong U Sobel K	Mooniz 12.28.	22

APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICATION CHOICE(S) Please indicate which Commission you are interested in
EDUCATION COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understanding of the duties as a member of the Education Commission?
The City of San Fernando Education Commission forms a bridge between the schools in San Fernando, the families in the city and the city is
The Commission administers the scholarship program, the Principal's Brunch, Studentofthe Month, Teacher Spotlight andis a/ways seeking additional ways to connect parents with educational opportunities for their children
Community members to Stay apprised of educational i Sues a ffecting residents PARKS, WELLNESS, AND RECREATION COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?
PLANNING AND PRESERVATION COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understanding of the duties as a member of the Planning and Preservation Commission?
TRANSPORTATION AND SAFETY COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understanding of the duties as a member of the Transportation and Safety Commission?
P
PLEASE ATTACH AND SUBMIT A BRIEF BIO STATEMENT TO THIS APPLICATION

Angel Zobel-Rodriguez is a 30-year resident of San Fernando. Her children attended LAUSD schools through magnet and open enrollment programs. She has served on committees at the school site and district level and served on the San Fernando Historic and Transportation Commissions. She served on the inaugural Education Commission and has served continuously on the Education Commission since 2015.



RECEIV RECOMMENDED BY CITY COUNCILMEMBER:
Joel Fajardo

APPLICATION TO SERV This is a public document. To assist the City C of Commission Members, please provide as a	our	cil in evaluating	each applicant in the sel	ection
APPLICANT INFORMATION				
Nícole Mohr			PHONE NO.	.5
RESIDENCE ADDRESS	١	San F	ernando, CA	21P COUL 91340
MAILING ADDRESS If different than above		CITY & STATE		ZIP CODE
EMAIL ADDRESS Business or personal to be used for Commission acti nicolemohr.ca@gmail.com	ivity			
Vaughn Next Century Learning Center		POSITION Teacher		
BUSINESS ADDRESS 13330 Vaughn Street		CITY & STATE ZIP CODE San Fernando, CA 91340		
BUSINESS PHONE			100	
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO? YES NO DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? If yes, please YES NO DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? If yes, please YES NO				
MEMBER COMMITMENT				
 As Planning and Preservation Commissioner, I am public record, as required by the State and the Computer of the C	m w lity's ve re o ho	illing to file fina s Conflict of Int egular meeting ours of State ma	ancial disclosure statem erest Code. s shall be deemed to co andated AB1234 Ethics	nstitute my Training every two
APPLICANT SIGNATURE			DATE 1	2-27-2022



APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICATION CHOICE(S) Please indicate which Commission you are interested in
EDUCATION COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understanding of the duties as a member of the Education Commission?
I currently serve on the education commission and love serving on the education commission. We are working on an upcoming principal's brunch to help school leaders connect with each other and city leaders. Our primary duty is the distribution of scholarship funds, as established by city leaders past and present. We review the applications, read the essays, and manage logistics of awarding funds. We also do student of the month and teacher spotlight programs.
PARKS, WELLNESS, AND RECREATION COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?
PLANNING AND PRESERVATION COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understanding of the duties as a member of the Planning and Preservation Commission?
TRANSPORTATION AND SAFETY COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understanding of the duties as a member of the Transportation and Safety Commission?
I have been on the transportation commission since 2019. The main function is to be the first representatives city residents can contact publicly to express concerns about transportation issues such as roads, public transit, etc. We also look at designs for street improvements and advocate for the aquisition of grant funding to improve our streets. We hear from residents regarding parking issues as well. In the past year, we have also become the police oversight committee, meaning we get a report each month of major police activity within the city and it is our responsibility to see that the excellent community policing model within our city remains a positive relationship for all residents.
PLEASE ATTACH AND SUBMIT A BRIEF BIO STATEMENT TO THIS APPLICATION



Nicole Mohr, M.Ed., public school educator

Nicole Mohr teaches at Vaughn Next Century Learning Center in San Fernando, California, where she is also the faculty chair and a Gay-Straight Alliance advisor. Since 2008, Mohr has taught various subjects, including English, theatre, and history. She currently teaches psychology and theatre. Under her leadership, the Vaughn high school theatre students won an educational theatre grant from NBC in 2018. She enjoys mentoring new educators and assisting

students with their university applications. Some of her proudest moments have been in attending the college graduations of her alumni.

In 2016, Nicole Mohr was named Somos Familia Valle's "Educator of the Year." She has a Master of Education in English education from California State University, Northridge, where she focused on literacy and positive psychology in the high school classroom. In June 2019, she was selected as a fellow for training by Equality California's Leadership Academy. In January 2021, she was honored by the Democratic Party of the San Fernando Valley as a volunteer of the year for the Simi Valley Democratic Club.

Since 2019, Mohr has served the city of San Fernando on two commissions, the education commission and the transportation and public safety commission. She thoroughly enjoys both commissions and finds the work of each personally meaningful. On the education commission, her favorite event is the scholarship ceremony each spring. On the transportation commission, she appreciates the opportunity to strengthen public safety through road improvements, such as additional stop signs and other steps to improve pedestrian safety. She has become passionate about educating young drivers on howto legally obtain their driver's licenses.

Nicole Mohr is an avid theatre fan and occasionally enjoys acting in community theatre productions, as well as attending community theatre and professional productions in Los Angeles. She is also passionate about legislative advocacy at the state level and has participated in volunteer advocacy for a myriad of issues from gun sense reform to training for educators and campaign finance reform. She is married to a Lutheran minister, and her greatest joy in life comes from parenting her



APPLICATION TO SERV	E ON A CITY COMMI	SSION CLEAR FORM
This is a public document. To assist the City of Commission Members, please provide as		
APPLICANT INFORMATION	s complete of a response as possible to	an questions.
NAME	PHONE NO.	
Natasha Sanchez-Brooks		
RESIDENCE ADDRESS	CITY & STATE	ZIP CODE
	San Fernando CA	91340
MAILING ADDRESS If different than above	CITY & STATE ZIP CODE	
EMAIL ADDRESS Business or personal to be used for Commission ac	ctivity	
EMPLOYER	POSITION	
Self Employed	Branding I Marketing Dir	rector
BUSINESS ADDRESS	San Fernando CA	ZIP CODE 91340
BUSINESS PHONE 646.256.0404		
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO?		
YES NO	/	
AUG	please state the name and nature of the b	usiness
MEMBER COMMITMENT		
I am willing to fulfill all requirements of a City Commis	ssioner, including but not limited t	o:
 As Planning and Preservation Commissioner, I a public record, as required by the State and the 		e statements (Form 700), a
 I understand that absence from three consecut retirement. 	ive regular meetings shall be deem	ned to constitute my
 I am willing to attend/complete the required to years. 	vo hours of State mandated AB123	4 Ethics Training every two
Please also attach and submit a brief bio statement to t	this application.	
I agree to all requirements mentioned above and have application.	e provided all correct and truthful	information in this
APPLICANT SIGNATURE		

APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICATION CHOICE(S) Please indicate which Commission you are interested in EDUCATION COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understanding of the duties as a member of the Education Commission?
PARKS, WELLNESS, AND RECREATION COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission? As a commissioner, we focus on matters pertaining to parks/playgrounds, open spaces, natural
areas, trails, and recreational facilities and programs to benefit citizens of all ages in COSF. The Parks and Recreation Commission offers residents the opportunity to actively participate in the planning of the recreational areas of the city and to learn all facets of the regulations governing such functions. Interacting with a wide variety and demographic of citizens to participate in shaping The City of San Fernando's Future. Study, discuss, and evaluate matters within the scope of playgrounds, parks, open space, natural areas, trails, recreational facilities, and programs for the purpose of gathering and compiling information to advise, or make recommendations to the City Council on matters within its authority. Work with the City and State regarding grant programs and State and Federal aid assistance for appropriate programs and facilities.
PLANNING AND PRESERVATION COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando What is your understanding of the duties as a member of the Planning and Preservation Commission?
what is your understanding of the daties as a member of the Flamming and Freservation commission?
NCORPORATED / X
AUG. 31, 1911
TRANSPORTATION AND SAFETY COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understanding of the duties as a member of the Transportation and Safety Commission?
PLEASE ATTACH AND SUBMIT A BRIEF BIO STATEMENT TO THIS APPLICATION

I am Natasha Sanchez-Brooks and currently reside in COSF with my husband Timothy, our son and little pup Maximus.

Originally from SLC Utah, in the late 90's I migrated to NYC where I worked in the fashion/entertainment industry for over 15 years. Once Tim and I got married we decided it was time to leave our favorite city for a new adventure. In 2014, we traveled across the country to Los Angeles (Silverlake) to begin that next chapter. After having our son we realized we no longer wanted the "city life" and craved more of a family-oriented community. In 2019 we found our cute little house in this quant city we now call home.

Having a very diverse ethnic background (Black/Chinese Trinidadian, Puerto Rican, and Polish) I have always relished comfort within a community, and I found it here. As commissioner for Parks, Wellness, and Recreation, I will exert my authentic commitment to all families in our city. I will diligently research programs to assist with funding/grants to build new infrastructures for all demographics (including our furry friends). Help create a safe biking trail for our community to enjoy as a family. Plant native trees, flowers, and more for all to enjoy as well as healing the earth. Our city deserves all that other affluent communities have, and as Commissioner I will observe our surroundings and listen to the needs and wants of the community. Working together to create and implement similar if not better programs. I am very honored and look forward to working with the council in my new capacity as commissioner of Parks, Wellness, and Recreation.

SAN FERNANDO

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RECOMMENDED BY CITY COUNCILMEMBER:

APPLICATION TO SERVE		COMMISSIO	NI CLEAR FORM
APPLICATION TO SERVE This is a public document. To assist the City Cour	cil in evaluating	each annlicant in the sel	lection
of Commission Members, please provide as com			
APPLICANT INFORMATION CITY CLES			
NAME Hector A. Pacheco		PHONE NO.	
RESIDENCE ADDRESS	CITY & STATE		ZIP CODE
<u> </u>	San Fernan	do, CA	91340
MAILING ADDRESS <i>If different than above</i>	CITY & STATE ZIP CODE		ZIP CODE
EMAIL ADDRESS Business or personal to be used for Commission activity		***************************************	
EMPLOYER	POSITION		
Self	Attorney		
BUSINESS ADDRESS	CITY & STATE	0	ZIP CODE
177 E. Colorado Blvd. #200	Pasadena, (CA	91105
BUSINESS PHONE	7	100	
7479995492		NY A	
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO? YES NO			
DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? If yes, please Yes no Law Office of Hector A. Pacheco - Law Practice -			
MEMBER COMMITMENT		X = 1 = 1 × 1 × 1	
I am willing to fulfill all requirements of a City Commission	er, including bu	ut not limited to:	
 As Planning and Preservation Commissioner, I am w public record, as required by the State and the City' 			ents (Form 700), a
 I understand that absence from three consecutive retirement. 	egular meeting	s shall be deemed to co	onstitute my
 I am willing to attend/complete the required two ho years. 	ours of State ma	andated AB1234 Ethics	Training every two
Please also attach and submit a brief bio statement to this a	pplication.		
I agree to all requirement mentioned above and have provided all correct and truthful information in this application.			
APPLICANT SIGNATURE		DATE 12/27/22	2

APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICATION CHOICE(S) Please indicate which Commission you are interested in
EDUCATION COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understanding of the duties as a member of the Education Commission?
T DADVO MENATES AND DESCRIPTION COMMISSION
PARKS, WELLNESS, AND RECREATION COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?
PLANNING AND PRESERVATION COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understanding of the duties as a member of the Planning and Preservation Commission?
To represent the constituency of San Fernando residents and businesses by carefully researching,
reviewing, negotiating and implementing effective planning and housing policy. To be a sounding
board to developments, homeowners, DIYers and others for issues and projects around San
Fernando.
TRANSPORTATION AND SAFETY COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understanding of the duties as a member of the Transportation and Safety Commission?
PLEASE ATTACH AND SUBMIT A BRIEF BIO STATEMENT TO THIS APPLICATION

Biography

Councilmember Hector A. Pacheco is serving his first term on the San Fernando City Council (November 2018 – November 2022).

Hector A. Pacheco is a lifelong resident of San Fernando. He is husband to Ms. Brenda Montes, a successful immigration attorney and university professor whom he met while at UCLA Law School.

Hector's family's history in San Fernando goes back four generations to his Great Grandmother's move from El Paso, Texas where she began her journey for the American Dream. His own career as an attorney in the entertainment industry has been marked by dedication to authentic storytelling and empowering underrepresented minorities in film and television. He currently serves as legal counsel and production manager on PBS / Life & Thyme's The Migrant Kitchen, an Emmy award-winning non-fiction series documenting immigrant stories through their expertise in the culinary industry.

Mr. Pacheco values honesty and integrity in local governance - he believes through transparency and community outreach San Fernando can continue to make great strides towards a prosperous future. He feels that now is the time to make meaningful investments in after-school education, sustainable infrastructure and entrepreneurship in San Fernando to keep our city competitive and moving forward. He takes a thoughtful approach to tackling our city's many issues, knowing there is no substitute for common-sense and the passionate search for solutions. Hector encourages residents of San Fernando to carry forward the fight for equality, social justice, and a stronger middle class together with him - through organizing and advocacy, San Fernando will continue to be a special place for everyone.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Councilmember Joel Fajardo

Date: January 3, 2023

Subject: Consideration and Discussion to Provide Staff Direction for a Presentation on the

San Fernando Police Department and Related Issues to be Agendized to a Special

Meeting or Study Session

RECOMMENDATION:

I have placed this item on the agenda for City Council discussion and direction (Attachment "A") to provide staff direction for a presentation on the San Fernando Police Department and related issues to be Agendized to a Special Meeting or Study Session.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the January 3, 2023 City Council Meeting.

BUDGET IMPACT:

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

ATTACHMENTS:

- A. Request to Agendize an Item for City Council Discussion/Consideration
- B. San Fernando Police Department Community Academy Flyer

CITY COUNCIL

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1201

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Page 357 of 371



REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

DISCOSSION/ CONSIDERATION					
CITY COUNCILMEMBER INFORMATION					
NAME			TITLE		
Joel Fajardo			Councilmember		
ITEM INFORMATION					
SUBJECT Title of the item you are requesting t	to be agendized.				
Discussion of and Direction Reg	arding San Fernando	Police Depa	artment and Related Issues		
PRIORITIES	BUDGET	FISCAL IMPACT			
Is this included in the current FY priorities?	Is this a budgeted item?	1 1/2	impact? If yes, indicate amount.		
Yes No BACKGROUND/ANALYSIS Provide the reason y	Yes No		☑ No \$		
	ou are requesting this item be	uyenuizeu.			
I. Academies					
This is to discuss the proposed (direction.	Citizens Academy and	l Parenting	Academy, and to provide staff with		
II. Presentation					
This is to provide staff with formal direction regarding a presentation on San Fernando Police Department and related issues, and to discuss calling a special meeting or study session for said presentation.					
	INCORDO				
	INCORPO	RATED			
	AUG. 31.	1911			
ATTACHMENTS Do you have any attachments to include?					
☐ Yes ✓ No					
RECOMMENDATION Indicate the direction you	u are recommending.				
 I recommend for the City Could Academy, and to provide staff with 	•	posed Citize	ens Academy and Parenting		
2. I recommend for the City Coul Department and related issues,			lanuary on San Fernando Police a special meeting or study session.		
	1				



THE COMMUNITY ACADEMY

Presented in a friendly, casual environment, the Academy covers a wide variety of subject areas including police communications, criminal law and procedures, street crime enforcement, criminal investigations, police defensive tactics, community programs, and more. The classes are taught by experienced peace officers and staff. The Community Academy concludes with a culmination ceremony, where participants receive a certificate of completion. The Academy does not certify participants as law enforcement officials.



THE CODE OF CONDUCT

It is the intent of the Community Academy staff to facilitate a positive learning environment. Meaningful and constructive dialogue is encouraged and requires a degree of mutual respect, willingness to listen, and tolerance of opposing points of view. Respect for individual differences and alternative viewpoints will be maintained at all times. A person's words and use of language should be temperate and within acceptable bounds of civility and decency. All participants are required to treat each other and the staff with courtesy and respect. Failure to abide by the Community Academy Class Code of Conduct is grounds for dismissal from the Academy.

THE SCHEDULE

The Community Academy will meet on Thursdays starting January 12, 2023, at 6:30 pm. The 11-week full class schedule will be distributed to registered students. Apply early as the space is limited to 20 students per class.





THE REQUIREMENTS

Minimum age to attend the Academy is 18 years old. If in high school, must be in good academic standing. Must live, work, go to school, or be a community stakeholder within City limits. Must not be on active probation, parole, have no pending criminal cases, or prior/current litigation involving the City. Must be able to pass a background check. The Police Chief or designee reserves the right to make the final decision regarding admission into the Community Academy. Applicants should be able to speak, read, and understand basic English; an abridged Spanish language Academy is being planned for the future. If selected to attend, participants are expected to attend at least nine of the 11 scheduled sessions, in order to receive a completion certificate.



APPLY NOW

SAN FERNANDO POLICE DEPARTMENT 910 First Street, San Fernando, CA 91340 (818) 898-1254 | IRosenberg@sfcity.org



APPLY TODAY! SFCITY.ORG/SFPOLICE/#Community-Academy

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Councilmember Joel Fajardo

Date: January 3, 2023

Subject: Consideration to Appoint City Council Liaison to the Greater Los Angeles County

Vector Control District

RECOMMENDATION:

I have placed this on the agenda (Attachment "A") to recommend the City Council appoint Sylvia Ballin (Attachment "B") as City Council liaison to the Greater Los Angeles County Vector Control District (GLACVCD) for a two-year term (i.e., January 4, 2023 to January 4, 2025).

BACKGROUND:

- 1. On October 10, 2022, the City received notification from Jesse Avila that at the expiration of his term of office on January 3, 2023, he would not be seeking re-appointment as the City's liaison to the Board of Trustees for GLACVCD.
- 2. On October 27, 2022, the City received notification from GLACVCD that Mr. Jesse Avila's term of office as a member of the Board of Trustees would expire on January 3, 2023 (Attachment "C") and requested that the City Council either re-appoint Mr. Avila or appoint a new representative for either a two-year or four-year term.

ANALYSIS:

CITY COUNCIL

GLACVCD is a public health agency that is enabled and empowered by state law to provide ongoing mosquito and vector control for its residents. The District was formed in 1952 as the Southeast Mosquito Abatement District through a citizen petition aimed at controlling mosquitoes emanating from the Los Angeles River to protect residents from vector-borne disease like West Nile virus and, specifically at that time, St. Louis encephalitis.

GLACVCD has evolved over time and now provides mosquito, midge, and black fly control services to nearly six million residents in 35 cities and unincorporated portions of Los Angeles County, totaling an area of 1,330 square miles.

117 MACNEIL STREET. SAN FERNANDO. CA 91340

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Consideration to Appoint City Council Liaison to the Greater Los Angeles County Vector Control DistrictPage 2 of 2

The 35-member cities include: Artesia, Bell, Bellflower, Bell Gardens, Burbank, Carson, Cerritos, Commerce, Cudahy, Diamond Bar, Downey, Gardena, Glendale, Hawaiian Gardens, Huntington Park, La Cañada Flintridge, La Habra Heights, Lakewood, La Mirada, Long Beach, Los Angeles City, Los Angeles County, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, San Fernando, San Marino, Santa Clarita, Santa Fe Springs, Signal Hill, South El Monte, South Gate, *Vernon* and Whittier.

Pursuant to Section 2024 of the State Health and Safety Code (SHSC), each cities' representative must be appointed to serve a full two- or four-year term and should not be appointed on a yearly basis. SHSC 2022 (i.e., a-b) requires that each person appointed shall be a voter and resident with the respective county or city of the appointing body.

Representatives are expected to attend GLACVCD board meetings held in Santa Fe Springs (12545 Florence Avenue) on the second Thursday of every month, at 7:00 p.m., and the appointee will receive a GLACVCD stipend of \$100 per meeting (includes travel cost) and a City of San Fernando monthly stipend of \$150 (Resolution No. 7991 adopted March 2, 2020 establishing the additional monthly stipend).

BUDGET IMPACT:

There is no budget impact associated with the appointment of a City Council Liaison to the GLACVCD. Per Resolution No. 7991, the GLACVCD representative receives a stipend of \$150 per month, which is included in the Fiscal Year 2022-2023 Adopted Budget.

CONCLUSION:

A representative from San Fernando is required by GLACVCD and Ms. Ballin has expressed interest to serve as liaison for two years. I recommend that the City Council approve Ms. Ballin appointment representing the City at the GLACVCD Board of Trustee meetings.

ATTACHMENTS:

- A. Request to Agendize Item for City Council Discussion/Consideration
- B. Application to Serve on a City Commission Sylvia Ballin
- C. GLACVCD Notification of Term Expiration



REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION					
NAME	IION		TITLE		
Joel Fajardo			Councilmember		
ITEM INFORMATION					
SUBJECT Title of the item you are requesting t	co be agendized.				
Appointment of Sylvia Ballin to the		ard			
	to voctor control bot	ai a			
PRIORITIES Is this included in the current FY priorities?	BUDGET Is this a budgeted item?	FISCAL IMPAC	T al impact? If yes, indicate amount.		
	5 3 D. III	☐ Yes	☑ No \$		
Yes No BACKGROUND/ANALYSIS Provide the reason y	Yes No		M NO S		
			Santral Doord		
This is to appoint Sylvia Ballin as	a commissioner to t	ne vector C	ontrol Board.		
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1 13					
174	INCORPO				
	AUG. 31,				
ATTACHMENTS Do you have any attachments	to include?				
☑ Yes ☐ No					
RECOMMENDATION Indicate the direction you	u are recommending.				
I recommend that the City Counc	cil appoint Sylvia Ball	in to the Ve	ctor Control Board.		
	···				



APPLICATION TO S	ERVE ON A CITY	COMMISS	ION CLEAR FORM	
This is a public document. To assist the of Commission Members, please prov				
APPLICANT INFORMATION	iae as compiete of a respon	ise as possible to all	questions.	
NAME		PHONE NO.		
Sylvia Ballin				
RESIDENCE ADDRESS	CITY & STATE San Fernar	ndo. CA	ZIP CODE 91340	
MAILING ADDRESS If different than above	CITY & STATE			
EMAIL ADDRESS Business or personal to be used for Commiss	sion activity			
EMPLOYER	POSITION			
Retired	N/A			
BUSINESS ADDRESS N/A	CITY & STATE ZIP CODE		ZIP CODE N/A	
BUSINESS PHONE N/A	1//	100	1,000	
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANI	007	-1\v2	1	
DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? YES NO	If yes, please state the name a	nd nature of the busin	ess	
MEMBER COMMITMENT				
I am willing to fulfill all requirements of a City Co	mmissioner, including b	ut not limited to:		
 As Planning and Preservation Commission public record, as required by the State and 	er, I am willing to file find	ancial disclosure st	atements (Form 700), a	
 I understand that absence from three con- retirement. 	secutive regular meeting	s shall be deemed	to constitute my	
 I am willing to attend/complete the require years. 	ed two hours of State m	andated AB1234 Et	thics Training every two	
Please also attach and submit a brief bio statemen	t to this application.			
I agree to all requirements mentioned above and application.	have provided all corre	ct and truthful info	ormation in this	
APPLICANT SIGNATURE Superior Park	and the same	DATE 12-2	28-22	

APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICAT	TION CHOICE(S) Please indicate which Commission you are interested in
EDUCATION COMMISS	SION Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understan	ding of the duties as a member of the Education Commission?
PARKS, WELLNESS, AN	ID RECREATION COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understan	ding of the duties as a member of the Parks, Wellness, and Recreation Commission?
	ZAM///
T PLANNING AND PRESE	ERVATION COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
	ding of the duties as a member of the Planning and Preservation Commission?
	Aller Tolland
Vector Contro	ol Board
TRANSPORTATION AN	Must be at least 18 years old and a registered voter of the City of San Fernando
What is your understan	Vector Control Board
receive and relay pe	sent the City at the Vector Control Board meetings in Santa Fe Springs, and ertinent information regarding mosquitos and other related issues as they and to relay said information to the community and City.
PLE	ASE ATTACH AND SUBMIT A BRIEF BIO STATEMENT TO THIS APPLICATION

Sylvia Ballin - Biography

Sylvia Ballin has lived in the City of San Fernando for over 40 years. In addition to serving on the San Fernando City Council for more than 11 years, she is a former business owner, and previously served as a Transportation Commissioner and Vector Control Board Member.

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT RECEIVED

12545 Florence Avenue, Santa Fe Springs, CA 90670 Office (562) 944-9656 Fax (562) 944-7976

Email: info@GLAmosquito.org Website: www.GLAmosquito.org []]]

CITY OF Susanne Kluh CITY CLERK

PRESIDENT

Emily Holman, Long Beach VICE PRESIDENT

Scott T. Kwong, San Marino

SECRETARY-TREASURER

Marilyn Sanabria, Huntington Park

September 28, 2022

ARTESIA Melissa Ramoso

BELL

Ali Saleh BELL GARDENS Pedro Aceituno

BELLFLOWER Sonny R. Santa Ines

BURBANK Dr. Jeff D. Wassem

CARSON Jim Dear CERRITOS Mark W. Bollman

COMMERCE Leonard Mendoza

CUDAHY Barú Sánchez DIAMOND BAR

Ruth M. Low DOWNEY Robert Kiefer GARDENA

Paulette C. Francis GLENDALE Vrej Agajanian

HAWAIIAN GARDENS

Luis Roa LA CAÑADA FLINTRIDGE

Leonard Pieroni LA HABRA HEIGHTS

Catherine Houwen LAKEWOOD Steve Croft LA MIRADA

John Lewis LOS ANGELES CITY Steven Appleton

LOS ANGELES COUNTY Steven A. Goldsworthy LYNWOOD

Jorge Casanova MAYWOOD Jessica Torres MONTEBELLO

Avik Cordeiro NORWALK Ana Valencia PARAMOUNT Isabel Aguayo PICO RIVERA

Raul Elias SAN FERNANDO Jesse H. Avila SANTA CLARITA

Heidi Heinrich SANTA FE SPRINGS Joe Angel Zamora

SIGNAL HILL Robert D. Copeland SOUTH EL MONTE Hector Delgado

SOUTH GATE Denise Diaz VERNON Leticia Lopez

WHITTIER Jessica Martinez Mr. Nick Kimball, City Manager

City of San Fernando 117 MacNeil Street

San Fernando, CA 91340



Re: Appointment/Re-appointment of Representative to the Greater Los Angeles County Vector Control District Board of Trustees

Dear Mr. Kimball:

This correspondence is to inform you that the term of office for Trustee Jesse Avila as a member of the Board of Trustees of the Greater Los Angeles County Vector Control District will expire on January 2, 2023. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Trustee Avila or appointing a new trustee for a 2 or 4 year term of office, commencing at noon on the first Monday of January (i.e. January 2, 2023). Please note, per the State Health and Safety Code, representatives must be appointed to serve a full 2 or a 4 year term commencing on January 2, 2023, and should not be appointed on a yearly basis. Furthermore, the District does not accept or recognize the appointment of alternate representatives.

Please review all subsections of the SHSC 2022 (i.e., a-e) enclosed. Subsections a and b require that each person appointed by a board of supervisors or by a city council shall be a voter and resident within the respective county or city of the appointing body. Section 2022 (c) incorporates language that clarifies the issue over the doctrine of Incompatibility of Office, exempting and enabling an appointee who holds elected offices to also simultaneously serve on the District's Board of Trustees. Trustees represent the mission and interests of the District at large rather than the individual interests of the appointing body. Once appointed, the representative cannot be removed at-will by the appointing city or county. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.

Representatives are expected to attend the District's general board meetings held monthly on the 2nd Thursday of the month. Pursuant to California Government Code Section 1770(g), the Trustee's seat will be considered abandoned if the person holding the office ceases to discharge the duties of that office for a period of three consecutive months, except when prevented by sickness or specified excuses.

Please make your appointment/reappointment prior to January 2, 2023, as stipulated in the SHSC.

Should you have any questions regarding this appointment, please contact Mary-Joy Coburn, Director of Communications at 562-944-9656 ext. 510 or e-mail at mjcoburn@GLAmosquito.org.

Sincerely,

Susanne Kluh

General Manager

S. Wal

Enclosure: Sections 2022 & 2024 of the SHSC

cc: Jesse Avila, Trustee
Julia Fritz, City Clerk

SHSC

<u>2022.</u>

- (a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.
- (b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.
- (c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.
- (d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.
- (e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.

(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)

2024.

- (a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.
- (b) Any vacancy in the office of a member appointed to a board of trustees shall be filled pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term. (Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)