



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

## CITY OF SAN FERNANDO

### CITY COUNCIL AND SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY REGULAR MEETING AGENDA SUMMARY MONDAY, DECEMBER 5, 2022 - 6:00 PM

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

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

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

#### **PUBLIC PARTICIPATION OPTIONS**

##### **WATCH THE MEETING**

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

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

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

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

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

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

Members of the public may submit comments **by email** to [cityclerk@sfcity.org](mailto: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.

## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**Regular Meeting Notice and Agenda – December 5, 2022**

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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.

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## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

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Members of the public may submit comments by email to [cityclerk@sfcity.org](mailto: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. May 3, 2021 – Regular Meeting  | d. June 2, 2021 – Special Meeting      |
| b. May 17, 2021 – Regular Meeting | e. June 7, 2021 – Special Meeting      |
| c. May 24, 2021 – Special Meeting | f. November 21, 2022 – Special Meeting |

#### **2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 22-121 approving the Warrant Register.

#### **3) CONSIDERATION TO ADOPT A RESOLUTION RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD OF DECEMBER 11, 2022 TO JANUARY 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. 8198 re-authorizing remote teleconference meetings for the period of December 11, 2022 to January 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.

#### **4) CONSIDERATION TO APPROVE CALENDAR YEAR 2023 BUSINESS PERMITS FOR CERTAIN BUSINESS ACTIVITIES AS REQUIRED BY THE CITY CODE**

Recommend that the City Council approve the Business Permits for Calendar Year 2023 for businesses engaged in certain business activities, as required by Article III of Chapter 22 of the City Code.

## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

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**5) CONSIDERATION TO ADOPT A RESOLUTION APPROVING A FINANCIAL AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD FOR FUNDING RELATED TO THE WELL NO. 2A AND WELL NO. 3 NITRATE REMOVAL TREATMENT SYSTEM PROJECT**

Recommend that the City Council:

- a. Adopt Resolution No. 8197 entering into an financing agreement with the State Water Resources Control Board for the planning, design, and construction of the Well No. 2A and Well No. 3 Nitrate Removal Treatment System; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

**6) CONSIDERATION TO REJECT CONSTRUCTION BIDS AND AUTHORIZE THE FORMAL SOLICITATION FOR THE PHASE 2, ANNUAL STREET RESURFACING PROJECT**

Recommend that the City Council:

- a. Reject the construction bid received for the Phase 2, Annual Street Resurfacing Project; and
- b. Authorize the formal solicitation of bids for the Phase 2, Annual Street Resurfacing Project.

**7) CONSIDERATION TO ADOPT A RESOLUTION TO ACCEPT SPECIFIED GRANT FUNDS FOR \$5,000,000 FROM THE 2022-2023 CALIFORNIA STATE BUDGET TO THE CITY OF SAN FERNANDO FOR A ONE-TIME GRANT TO THE BOYS & GIRLS CLUB OF SAN FERNANDO VALLEY**

Recommend that the City Council:

- a. Adopt Resolution No. 8199 accepting specified grant funds in the amount of \$5,000,000 from the California Department of Parks and Recreation;
- b. Authorize the City to act as Lead Public Agency in a fiduciary capacity to provide the funding to the Boys & Girls Club of San Fernando Valley for the purpose of conducting building maintenance, closing the digital divide, modernizing afterschool activities, increasing staff capacity, and providing afterschool meals to children; and
- c. Authorize the City Manager to execute all related documents.



## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

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### **8) CONSIDERATION TO APPROVE A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE CENTER FOR GEOSPATIAL SCIENCE AND TECHNOLOGY FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES**

Recommend that the City Council:

- a. Approve a Third Amendment to the Professional Services Agreement with the Center for Geospatial Science and Technology (Contract No. 2111(c)) for additional Geographic Information System services for citywide projects; and
- b. Authorize the City Manager to execute the Agreement and all related documents.

### **ADMINISTRATIVE REPORTS**

### **9) CONSIDERATION AND DISCUSSION TO ADOPT A RESOLUTION CALLING ON THE BIDEN ADMINISTRATION TO SECURE THE IMMEDIATE RELEASE OF WRONGFULLY DETAINED UNITED STATES CITIZEN EYVIN HERNANDEZ FROM A VENEZUELAN MAXIMUM SECURITY PRISON**

This item was agendized by Vice Mayor Hector A. Pacheco

### **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.

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Julia Fritz, CMC

City Clerk

Signed and Posted: December 1, 2022 (5:00 p.m.)

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*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.*

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

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

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

**MAY 3, 2021 – 6:00 P.M.  
REGULAR MEETING**

Teleconference Per Governor Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin called the meeting to order at 6:00 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza and Councilmember Cindy Montañez and Celeste Rodriguez (joined at 6:03 p.m.)

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Chief of Police Anthony Vairo, Director of Finance Diego Ibañez, Director of Public Works Matt Baumgardner, Director of Recreation and Community Services Julian Venegas, and City Clerk Julia Fritz

Absent: Councilmember Hector A. Pacheco

**PLEDGE OF ALLEGIANCE**

Led by City Clerk Fritz

**APPROVAL OF AGENDA**

Motion by Councilmember Montañez, seconded by Vice Mayor Mendoza to approve the agenda as presented, motion carried with Councilmembers Pacheco and Rodriguez absent.

It was noted that Councilmember Rodriguez joined the meeting via teleconference at 6:03 p.m.

**PRESENTATIONS**

A) PRESENTATION OF A PROCLAMATION DECLARING THE MONTH OF MAY AS OLDER AMERICANS MONTH

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**MINUTES – May 3, 2021**

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- B) PRESENTATION OF A PROCLAMATION DECLARING THE WEEK OF MAY 2 – MAY 8, 2021 AS PROFESSIONAL MUNICIPAL CLERKS WEEK

**PUBLIC STATEMENTS**

Former Senator Tony Strickland spoke about how he was greatly impacted by his father's values and was honored that the meeting would be adjourned in his father's name.

Marco Solis submitted a comment via email regarding showcasing the Veterans Banner Program in the Downtown Mall and Maclay Street areas; and suggested adding two Historic Downtown San Fernando gateway signs on San Fernando Mission and San Fernando Road; and at San Fernando Road and Brand Boulevard.

Residents for a Better San Fernando submitted a comment via email and asked Council to consider tabling Item No. 5.

**CONSENT CALENDAR**

Motion by Vice Mayor Mendoza, seconded by Mayor Ballin to approve:

- 1) CONSIDERATION TO APPROVE MINUTES FOR THE APRIL 19, 2021 SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE A SUBAWARD AGREEMENT WITH THE CITY OF LOS ANGELES FOR THE 2020 URBAN AREA SECURITY INITIATIVE GRANT PROGRAM
- 4) TRANSMITTAL OF THE CITY OF SAN FERNANDO FISCAL YEAR 2021-2022 PROPOSED BUDGET

The motion carried with Councilmember Pacheco absent.

**ADMINISTRATIVE REPORTS**

- 5) DISCUSSION AND PRESENTATION OF PROCEDURES FOR RECRUITING DEPARTMENT HEAD POSITIONS

City Manager Kimball presented the staff report and responded to Councilmember questions. Assistant City Attorney Padilla responded to Councilmember questions.

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to create an Ad Hoc for two Councilmembers to participate in the hiring of the Director of Community Development, and as amended by Councilmember Rodriguez to include discussions regarding City Manager Form of Government. The motion failed by the following vote:

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**MINUTES – May 3, 2021**

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ROLL CALL

AYES: Rodriguez, Montañez - 2  
NOES: Mendoza, Ballin - 2  
ABSTAIN: None  
ABSENT: Pacheco - 1

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to establish a process requesting the City Manager to provide regular updates on potential candidates to the City Council as a City Manager Evaluation item during Closed Session. The motion failed by the following vote:

ROLL CALL

AYES: Rodriguez, Montañez - 2  
NOES: Mendoza, Ballin - 2  
ABSTAIN: None  
ABSENT: Pacheco – 1

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to receive one report back to the City Council before an offer is made to a new Director of Community Development. The motion failed by the following vote:

ROLL CALL

AYES: Rodriguez, Montañez - 2  
NOES: Mendoza, Ballin - 2  
ABSTAIN: None  
ABSENT: Pacheco – 1

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez that Councilmembers who are interested in being apart of the search for the new Director of Community Development, that they be allowed by the majority Council to participate in the process; as amended by Councilmember Rodriguez to receive baseline updates of the selection process to increase transparency without interfering with the normal process. The motion failed by the following vote:

ROLL CALL

AYES: Rodriguez, Montañez - 2  
NOES: Mendoza, Ballin - 2  
ABSTAIN: None  
ABSENT: Pacheco – 1

No further action was taken by the City Council.

It was noted that Mayor Ballin left the meeting at 7:52 p.m.

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**MINUTES – May 3, 2021**

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- 6) CONSIDERATION TO ACCEPT A DONATION OF A SECURITY CAMERA FROM THE GREATER VAN NUYS ROTARY CLUB TO BE INSTALLED AT RUDY ORTEGA SR. PARK

Zoraida Suarez from the Van Nuys Rotary Club provided a brief presentation.

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to accept the donation of a security camera and the mounting equipment from the Greater Van Nuys Rotary Club valued at \$4,032.62; authorize the Greater Van Nuys Rotary Club to fund installation of the camera at Rudy Ortega Sr. Park; and authorize the Greater Van Nuys Rotary Club to host a dedication ceremony for a limited number of guests, per the Los Angeles Department of Public Health protocols. The motion carried with Mayor Ballin and Councilmember Pacheco absent.

- 7) CONSIDERATION TO APPROVE AN ACCESS AGREEMENT WITH 1100 TRUMAN STREET LLC FOR ONE-WAY ACCESS INTO CITY-OWNED PARKING LOT NO. 5

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

Motion by Councilmember Rodriguez, seconded by Councilmember Montañez to approve an Access Agreement with 1100 Truman Street LLC (Contract No. 1984) for one-way access into the City-owned Parking Lot No. 5 from the adjacent parking lot; and authorize the City Manager, or designee, to execute the Agreement and all related documents. The motion carried with Mayor Ballin and Councilmember Pacheco absent.

- 8) PRESENTATION AND UPDATE REGARDING COVID-19 RESPONSE EFFORTS

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

By consensus of the City Council, the City Manager was approved to administratively use funds of approximately \$3,000 toward a portable restroom and sink to the Kidney Quest Foundations vaccination site location and potentially request reimbursement from LA County.

**STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

Director of Recreation and Community Services Venegas provided updates regarding the food program on May 15, 2021; and stated the Parks, Wellness, and Recreation Commission meeting will be held on May 11, 2021 to review a mural application.

Director of Finance Ibañez announced the proposed Fiscal Year 2021-2022 budget is available to view on the City's website, and budget sessions will begin on May 17, 2021.

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**MINUTES – May 3, 2021**

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Director of Public Works Baumgardner announced two tree planting events that occurred last month and plans to plant over 150 trees in the fall through the Calles Verdes Project; and walk and bike audits will begin next week through the end of June for the Safe and Active Streets Project.

City Clerk Fritz announced the Education Commission issued a press release announcing the 12 scholarship recipients and stated that a “drive-by” scholarship awards recognition event is being held on May 20, 2021.

Police Chief Vairo had no updates to report.

City Manager Kimball announced the May 17, 2021 City Council Meeting would be held in-person in the Council Chamber.

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

Councilmember Montañez looks forward to the first in-person City Council meeting; encourages feedback and involvement for the Safe and Active Streets Project; thanked City Manager Kimball for sending a letter to the Archdiocese for St. Ferdinand’s in support of the families; provided a recommendation for the Recovery Ad Hoc to begin formalizing a process to provide technical assistance to businesses for upcoming loans and grants; and thanked Council for the open discussion.

Councilmember Rodriguez acknowledged Councilmember Montañez’s comments regarding the Covid Recovery Ad Hoc; and expressed thanks to staff.

Vice Mayor Mendoza expressed excitement to return to in-person meetings.

**ADJOURNMENT (9:22 p.m.)**

Vice Mayor Mendoza adjourned the meeting in memory of Former Senator Tony Strickland’s father, Donald Keith Strickland, to the next regular City Council Meeting of May 17, 2021.

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 3, 2021, meeting as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk

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

**MAY 17, 2021 – 6:00 P.M.  
REGULAR MEETING**

Teleconference Per Governor Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin called the meeting to order at 6:09 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza, and Councilmembers Hector A. Pacheco, Cindy Montañez, and Celeste Rodriguez

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Chief of Police Anthony Vairo, Director of Finance Diego Ibañez, Director of Public Works Matt Baumgardner, and City Clerk Julia Fritz

**PLEDGE OF ALLEGIANCE**

Led by City Clerk Fritz

**APPROVAL OF AGENDA**

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to approve the agenda. The motion carried with Councilmember Pacheco.

**PRESENTATIONS**

- A) EDUCATION COMMISSION CERTIFICATE OF RECOGNITION - MAY STUDENTS OF THE MONTH
  - TANYA SANDOVAL (Nueva Esperanza Charter Academy)
  - MARCO JOVEN (Social Justice Humanitas Academy)
- B) PRESENTATION OF A PROCLAMATION DECLARING THE WEEK OF MAY 16 – MAY 22, 2021 AS PUBLIC WORKS WEEK
- C) PRESENTATION OF A PROCLAMATION DECLARING THE WEEK OF MAY 9 – MAY 15, 2021 AS NATIONAL POLICE WEEK

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**MINUTES – May 17, 2021**

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**PUBLIC STATEMENTS**

The following public statements were submitted via email:

San Fernando Library Manager Liana Stepanyan provided updates regarding various library activities.

David Bernal thanked Councilmember Rodriguez, staff, and the community involved in the cleanup project of Parking Lot 4.

**CONSENT CALENDAR**

City Manager Kimball requested Item Nos. 3 and 4 be pulled from the agenda and brought back at a future council meeting.

Councilmember Montañez requested to pull Item No. 5 for discussion.

It was noted that Councilmember Pacheco joined the meeting at 6:45 p.m.

Motion by Councilmember Rodriguez, seconded by Councilmember Montañez to approve Item Nos. 1 and 2:

- 1) CONSIDERATION TO APPROVE MINUTES FOR MAY 3, 2021 SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

The motion carried unanimously.

- 3) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE INVESTMENT POLICY FOR FISCAL YEAR 2021-22 (***CITY MANAGER KIMBALL REQUESTED THE ITEM BE PULLED FROM THE AGENDA***)
- 4) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE CITY TREASURER AND TREASURER ASSISTANT TO INVEST SURPLUS FUNDS (***CITY MANAGER KIMBALL REQUESTED THE ITEM BE PULLED FROM THE AGENDA***)

**Item Pulled for Discussion**

- 5) CONSIDERATION TO APPROVE A BUSINESS LICENSE PERMIT FOR USED CAR DEALER LOCATED AT 1702 SAN FERNANDO ROAD

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**MINUTES – May 17, 2021**

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City Manager Kimball presented the staff report and responded to Councilmember questions.

Motion by Mayor Ballin, seconded by Councilmember Rodriguez to approve a Business Permit for Kustom Carz to operate a business as a used car dealership at 1702 San Fernando Road, pursuant to City Code Section 22-215.

The motion carried by the following vote:

ROLL CALL

AYES: Rodriguez, Mendoza, Ballin - 3

NOES: None

ABSTAIN: Pacheco, Montañez - 2

ABSENT: None

**ADMINISTRATIVE REPORTS**

- 6) PRESENTATION AND DISCUSSION OF THE UPDATED COMMUNITY OUTREACH PLAN BY AZURE DEVELOPMENT, INC., FOR THE OPPORTUNITY SITE AT PARKING LOT NO. 3

Vanessa Delgado with Azure Development provided a presentation and responded to Councilmember questions. The City City Council received and filed the presentation.

- 7) FISCAL YEAR 2021-22 BUDGET STUDY SESSION NO. 1

City Manager Kimball presented the City's Fiscal Year 2021-2022 Budget Overview.

Staff presented the following department proposed budgets for Administration and the Police Department.

It was noted that Councilmember Pacheco left the meeting at 8:30 p.m.

The City Council recessed its meeting at 9:08 p.m. and reconvened the meeting at 9:17 p.m.

Councilmembers discussed the proposed department budgets, enhancement requests and provided recommendations to be included at Budget Study Session No. 2 presentation.

- 8) PRESENTATION AND UPDATE REGARDING COVID-19 RESPONSE EFFORTS

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**MINUTES – May 17, 2021**

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City Manager Kimball presented the staff report and responded to various questions from Councilmembers. City Council received and filed a presentation from staff related to the City's COVID-19 efforts.

**9) CONSIDERATION OF A REQUEST FOR A REPORT ON FIREWORKS ENFORCEMENT**

Vice Mayor Mendoza presented the staff report. City Manager Kimball and Police Chief Vairo responded to Councilmember questions.

The City Council directed staff to return at the June 7, 2021 City Council Meeting with an update on various community outreach efforts on fireworks enforcement activities.

**STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

Police Chief Vairo announced the Neighborhood Watch and Business Watch meetings will be held on Wednesday and National Night Out is planned to be held in October 2021.

Director of Public Works provided an update on the Safe and Active Streets Walk Audit and the upcoming walk and bike audit dates.

Director of Finance Ibañez had no updates to report.

City Clerk Fritz introduced new Deputy City Clerk/Management Analyst Crystal Solis and extended an invitation to Councilmembers to attend the drive-by Student Scholarship Award Ceremony event on May 20, 2021, at 6:30 p.m.

City Manager Kimball announced the possibility of resuming in-person Commission meetings in June or July.

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

Councilmember Rodriguez acknowledged all the Directors that attended the Community Cleanup of Parking Lot 4 over the weekend.

Councilmember Montañez encouraged the community to participate in the walk and bike audits and thanked Councilmember Rodriguez for organizing the cleanup event.

Vice Mayor Mendoza thanked Santa Rosa Church, St. Ferdinand Church, Kidney Quest, and Knights of Columbus for their mobile vaccination sites.

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**MINUTES – May 17, 2021**

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Mayor Ballin announced the resignation of Pastor Sandy from the Parks, Wellness, and Recreation Commission.

**ADJOURNMENT (11:09 p.m.)**

Mayor Ballin adjourned the meeting in honor of all healthcare workers, to the next Special City Council Meeting of May 24, 2021.

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 17, 2021, meeting as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk

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

**MAY 24, 2021 – 5:30 P.M.**

**SPECIAL MEETING**

Teleconference Per Governor Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin called the meeting to order at 5:31 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza, Councilmembers Cindy Montañez and Hector A. Pacheco

Staff: City Manager Nick Kimball, Assistant City Attorney Blanca Pacheco, Director of Finance Diego Ibañez, Director of Public Works Matt Baumgardner, Director of Recreation and Community Services Julian Venegas, and City Clerk Julia Fritz

Absent: Councilmember Celeste Rodriguez

**PLEDGE OF ALLEGIANCE:**

Led by City Clerk Julia Fritz

**APPROVAL OF AGENDA**

Motion by Councilmember Montañez, seconded by Councilmember Pacheco to approve the agenda as presented. The motion carried with Councilmember Rodriguez absent.

**PUBLIC STATEMENTS:** None

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**SPECIAL MEETING MINUTES – May 24, 2021**

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**ADMINISTRATIVE REPORTS**

**1) FISCAL YEAR 2021-2022 BUDGET STUDY SESSION NO. 2**

Staff presented the following department proposed budgets for the City Clerk Department, Finance/IT Department, Community Development Department, Recreation and Community Services Department, and Public Works Department.

Councilmembers discussed the proposed department budgets, enhancement requests and suggested recommendations to staff to include in Study Session No. 3

**STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

City Clerk Fritz spoke about the Education Commission Scholarship Ceremony and announced the scholarship for Gerry's Kids is open for students to apply.

Director of Public Works Baumgardner announced three walk and bike audits have now been completed and thanked Councilmember Montañez, her family, and the community for attending and providing feedback.

Director of Recreation and Community Services Venegas had no updates to report.

Director of Finance Ibañez announced additional information has been received regarding the American Rescue Plan Act funds and will distribute this information to Council later that week.

City Manager Kimball announced staff plans to hold in-person Commission meetings by July.

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

Councilmember Montañez thanked staff for preparation of the budget, encouraged Council to advertise community participation of the walk and bike audits, and spoke about the San Fernando Outdoor Market's successful events.

Councilmember Pacheco thanked staff for preparation of the budget and the significant progress since the pandemic.

Vice Mayor Mendoza thanked staff for their hardwork on the budget.

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**SPECIAL MEETING MINUTES – May 24, 2021**

**Page 3**

Mayor Ballin reported meeting with the Sylmar City Council and attending the Student Scholarship Awards Ceremony drive-by event.

**ADJOURNMENT (9:41 p.m.)**

Mayor Ballin adjourned the meeting to the special meeting of June 2, 2021, at 5:30 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 24, 2021, special meeting as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk

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

**JUNE 2, 2021 – 5:30 P.M.  
SPECIAL MEETING**

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

Teleconference Per Governor Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin called the meeting to order at 5:35 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza, Councilmembers Cindy Montañez and Celeste Rodriguez

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Chief of Police Anthony Vairo, Director of Finance Diego Ibañez, Director of Public Works Matt Baumgardner, Director of Recreation and Community Services Julian Venegas, and City Clerk Julia Fritz

Absent: Councilmember Hector A. Pacheco

**PLEDGE OF ALLEGIANCE:**

Led by City Clerk Julia Fritz

**APPROVAL OF AGENDA**

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

The City Council recessed its meeting at 5:43 p.m. and reconvened the meeting at 6:02 p.m.

**PUBLIC STATEMENTS:** None

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**SPECIAL MEETING MINUTES – June 2, 2021**

**Page 2**

**ADMINISTRATIVE REPORTS**

1) FISCAL YEAR 2021-2022 BUDGET STUDY SESSION NO. 3

City Manager Kimball and public works staff presented the Public Works Capital Improvement Projects Budget and follow-up from Budget Study Session Nos. 1 and 2.

It was noted that Councilmember Pacheco joined the meeting at 6:10 p.m.

The City Council recessed its meeting at 8:01 p.m. and reconvened the meeting at 8:10 p.m. with Councilmember Pacheco absent.

Councilmembers discussed the proposed departments budget, enhancement requests and suggested recommendations for staff to include in Study Session No. 4.

**STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

City Manager Kimball announced Budget Study Session No. 4 will be included in the agenda at next regular City Council Meeting on Monday, June 7, 2021.

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

Councilmember Montañez spoke about the great public attendance at the walk audits and encourages the community to follow the City on social media to view the upcoming dates; and provided updates on the Homlessness Ad Hoc.

Councilmember Rodriguez thanked Staff and Council for the budget discussion.

Vice Mayor Mendoza attended the Public Safety Ad Hoc meeting, and the Grand Opening event for Mojitos.

Mayor Ballin thanked staff for always doing their best for the City.

**ADJOURNMENT (10:43 p.m.)**

Mayor Ballin adjourned the meeting to the next regular meeting of June 7, 2021, at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of June 2, 2021, special meeting as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk



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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**JUNE 7, 2021 – 5:00 P.M.  
SPECIAL MEETING**

Teleconference Per Governor Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Ballin called the special meeting to order at 5:01 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza, and Councilmember Hector A. Pacheco and Celeste Rodriguez

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

Absent: Councilmembers Cindy Montañez

**APPROVAL OF AGENDA**

By consensus, the agenda was approved.

**PUBLIC STATEMENTS - WRITTEN/ORAL** None

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

By consensus, Councilmembers recessed to Closed Session.

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

Designated City Negotiators:

City Manager Nick Kimball

Employees and Employee Bargaining Units:

San Fernando Management Group (SEIU, Local 721)

San Fernando Public Employees' Association (SEIU, Local 721)

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

San Fernando Part-Time Employees' Bargaining Unit (SEIU, Local 721)

All Unrepresented Employees

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – June 7, 2021  
Page 2**

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**B) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
PURSUANT TO G.C. §54956.9(D)(1):**

Name of Case: CITIZENS OF SAN FERNANDO COMM. FOR ENVIRO. JUSTICE,  
UNINCORPORATED V. CITY OF SAN FERNANDO, LACSC  
Case No.: 20STCP04258

**C) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS FACTS AND CIRCUMSTANCES WHICH MAY  
CREATE EXPOSURE TO LITIGATION – ANTICIPATED LITIGATION  
PURSUANT TO G.C. §54956.9:**

One (1) Matter

**D) PUBLIC EMPLOYEE EMPLOYMENT/PERFORMANCE EVALUATION  
PURSUANT TO G.C. §54957:**

Title of Employee: City Manager

**RECONVENE/REPORT OUT FROM CLOSED SESSION**

Assistant City Attorney Padilla stated in respect to Item Nos. A, B, and C there was no reportable action.

In respect to Item No. C by a vote of 3-1 with Mayor Ballin voting no, agreed to settle terms as recommended by the City's third party administrator for the settlement of Claim No. 21-153105 involving a payment stream settlement of accumulated value of \$66,410 under workers' compensation.

**ADJOURNMENT**

The City Council adjourned the special meeting at 6:00 p.m. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of June 7, 2021, Special Meeting, as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**NOVEMBER 21, 2022 – 5:00 P.M.  
SPECIAL MEETING**

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

Due to lack of quorum, the Special Meeting was adjourned to the conclusion of the regular City Council Meeting at 6:00 p.m.

**CALL TO ORDER/ROLL CALL**

Mayor Mendoza called the special meeting to order at 8:40 p.m.

Present:

Council: Mayor Mary Mendoza, Vice Mayor Hector A. Pacheco (telephonically) and Councilmembers Sylvia Ballin and Celeste Rodriguez

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

Absent: Councilmember Cindy Montañez

**APPROVAL OF AGENDA**

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

**PUBLIC STATEMENTS - WRITTEN/ORAL**

None

**RECESS TO CLOSED SESSION (8:41 P.M.)**

By consensus, Councilmembers recessed to Closed Session.

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – NOVEMBER 21, 2022**

**Page 2**

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

Designated City Negotiators: City Manager Nick Kimball

Employees and Employee Bargaining Units:

San Fernando Management Group (SEIU, Local 721)

San Fernando Public Employees' Association (SEIU, Local 721)

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

San Fernando Part-Time Employees' Bargaining Unit (SEIU, Local 721)

All Unrepresented Employees

**RECONVENE/REPORT OUT FROM CLOSED SESSION**

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on November 21, 2022, at 5:00 p.m.

**ADJOURNMENT**

The City Council adjourned the special meeting at 9:20 p.m. to the next regular meeting on December 5, 2022, at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 21, 2022, Special Meeting, as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk





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## AGENDA REPORT

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**To:** Mayor Mary Mendoza and Councilmembers

**From:** Nick Kimball, City Manager  
By: Erica D. Melton, Director of Finance/City Treasurer

**Date:** December 5, 2022

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

### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 22-121 (Attachment "A") approving the Warrant Register.

### **BACKGROUND:**

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

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

### **ATTACHMENT:**

- A. Resolution No. 22-121, including:  
Exhibit A: Payment Demands/Voucher List

**RESOLUTION NO. 22-121**

**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. 22-121**

**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 5<sup>th</sup> day of December 2022.

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Mary Mendoza, Mayor of the City of  
San Fernando, California

**ATTEST:**

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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. 22-121, 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 5<sup>th</sup> day of December, 2022, 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 December, 2022.

\_\_\_\_\_  
Julia Fritz, City Clerk

vchlist  
11/29/2022 4:45:10PMVoucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229166	12/5/2022	894102 A5 EVENTS	10937-2		SF VALLEY MILE RUN COORDINATION	
				12660	110-420-3748-4260	3,500.00
					<b>Total :</b>	<b>3,500.00</b>
229167	12/5/2022	888356 ADVANCED AUTO REPAIR	1578		VEH. MAINT., REPAIRS & MINOR BODY	
			1580	12802	070-383-0000-4400	1,466.27
			1595	12802	VEH. MAINT., REPAIRS & MINOR BODY	
			1597	12802	070-383-0000-4400	218.90
			1599	12802	VEH. MAINT., REPAIRS & MINOR BODY	
				12802	041-320-0225-4400	1,615.62
				12802	VEH. MAINT., REPAIRS & MINOR BODY	
				12802	041-320-0152-4400	240.00
				12802	VEH. MAINT., REPAIRS & MINOR BODY	
				12802	041-320-0390-4400	424.55
					<b>Total :</b>	<b>3,965.34</b>
229168	12/5/2022	888042 ALTEC INDUSTRIES INC.	51082883		REPAIR, UPGRADE & RE-CERTIFY ALTI	
				12661	041-320-0346-4400	18,963.68
					<b>Total :</b>	<b>18,963.68</b>
229169	12/5/2022	100165 AMERICAN WATER WORKS, INC.	33623		VEHICLE MAINT-PW8086	
					029-335-0000-4400	444.20
					<b>Total :</b>	<b>444.20</b>
229170	12/5/2022	100222 ARROYO BUILDING MATERIALS, INC	277118		MISC. HARDWARE SUPPLIES & U-CAR	
			277130	12806	001-311-0000-4300	229.72
			720717	12806	MISC. HARDWARE SUPPLIES & U-CAR	
				12806	001-311-0000-4300	229.72
				12806	MISC. HARDWARE SUPPLIES & U-CAR	
				12806	001-311-0000-4300	4.13
					<b>Total :</b>	<b>463.57</b>
229171	12/5/2022	102530 AT & T	818-270-2203		PD NETWORK LINE	
			818-270-2203		001-222-0000-4220	252.27
					PD NETWORK LINE	
					001-222-0000-4220	221.74

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CITY OF SAN FERNANDO

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229171	12/5/2022	102530 102530 AT & T	(Continued)		<b>Total :</b>	<b>474.01</b>
229172	12/5/2022	889037 AT&T MOBILITY	287277903027X1108202		MODEM FOR ELECTRIC MESSAGE BO.	
					001-310-0000-4220	101.19
					<b>Total :</b>	<b>101.19</b>
229173	12/5/2022	892412 AT&T MOBILITY	287297930559X1110202		MDT MODEMS-PD UNITS	
					001-222-0000-4220	927.99
					<b>Total :</b>	<b>927.99</b>
229174	12/5/2022	893176 AUTOZONE STORE 5681	5681553455		VEHICLE MAINT-PD4541	
			5681562411		041-320-0224-4400	63.64
					VEHICLE MAINT-PK9826	
					041-320-0390-4400	16.34
					<b>Total :</b>	<b>79.98</b>
229175	12/5/2022	893916 AVENU INSIGHTS & ANALYTICS	INV06-015308		ACFR-REPORT	
					001-130-0000-4270	1,210.00
					<b>Total :</b>	<b>1,210.00</b>
229176	12/5/2022	892784 BARAJAS, MARIA BERENICE	NOV 2022		FITNESS CLASS INSTRUCTOR	
				12683	017-420-1337-4260	625.00
				12683	026-420-0887-4260	75.00
					<b>Total :</b>	<b>700.00</b>
229177	12/5/2022	888800 BUSINESS CARD	102522		CONF LODGING	
			102622		001-310-0000-4370	744.05
			110322		CONDOLANCE ARRANGEMENT	
			110422		001-101-0000-4300	110.25
			110422		CITY EMAIL-NOV 2022	
			110722		001-135-0000-4260	1,681.37
			110822		CONF REGISTRATION	
				12727	001-101-0104-4370	350.00
				12727	PORTABLE RESTROOM SERVS FOR SI	
				12727	001-424-0000-4260	548.00
				12727	ANNUAL SUBSCRIPTION	
				12727	001-190-0000-4267	468.00
				12727	DINNER FOR CC & STAFF-CC MTG 11/C	

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**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229177	12/5/2022	888800 BUSINESS CARD	(Continued)			
			110922		001-101-0000-4300 ORAL BOARD LUNCHEON	89.33
			110922-1		001-106-0000-4270 RAIN GEAR	60.42
			110922-2		001-222-0000-4300 ETHERNET POE INJECTORS	286.35
			111022		121-135-3689-4500 ORAL BOARD LUNCHEON	209.40
			111422-1		001-106-0000-4270 DESK CALENDAR	85.87
			111422-2		001-115-0000-4300 FACIAL TISSUE	11.01
			111422-3		001-115-0000-4300 CORRECTION TAPE	14.66
			111622		001-115-0000-4300 HOLIDAY TREE LIGHTING SUPPLIES	6.60
					004-2385	519.95
					<b>Total :</b>	<b>5,185.26</b>
229178	12/5/2022	888800 BUSINESS CARD	110822		OFFICE SUPPLIES	
			110922		001-222-0000-4300 LODGING-ICI SEXUAL ASSAULT COUR:	834.88
			110922		001-224-0000-4360 INFANT AMBU BAGS	422.61
			110922		001-222-0000-4300 AMBU BAGS	296.85
			110922		001-222-0000-4300 INMATE SLIPPERS	257.24
			111022		001-225-0000-4350 RAIN COAT & VEST	485.80
			111122		001-222-0000-4300 DIGITAL CLOCK	141.70
					001-222-0000-4300	197.43
					<b>Total :</b>	<b>2,636.51</b>
229179	12/5/2022	894291 CABRERA, JACOB	830882		FACILITY RENTAL REFUND	

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**Voucher List**  
**CITY OF SAN FERNANDO**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229179	12/5/2022	894291 CABRERA, JACOB	(Continued)			
					001-2220	150.00
					<b>Total :</b>	<b>150.00</b>
229180	12/5/2022	891860 CARL WARREN & COMPANY	20172		REIMB. TO ITF ACCT (LIABILITY CLAIM:	
					006-1037	2,650.00
					<b>Total :</b>	<b>2,650.00</b>
229181	12/5/2022	894292 CASTILLO, MINDY	831136		FACILITY RENTAL DEP REFUND	
					001-2220	150.00
					<b>Total :</b>	<b>150.00</b>
229182	12/5/2022	100472 CCAC	300001688		CCAC MEMBERSHIP	
					001-310-0000-4370	200.00
					<b>Total :</b>	<b>200.00</b>
229183	12/5/2022	894010 CHARTER COMMUNICATIONS	10328110522		CITY HALL CABLE - 11/05-12/04	
			283057110522		001-190-0000-4220 LP PARK CABLE-11/05/22-12/04/22	162.75
					001-420-0000-4260	258.94
					<b>Total :</b>	<b>421.69</b>
229184	12/5/2022	894289 CITY OF ANGELES COMMUNITY	1118		ENTERTAINMENT-HOLIDAY TREE LIGH	
					004-2385	1,300.00
					<b>Total :</b>	<b>1,300.00</b>
229185	12/5/2022	100713 CITY OF GLENDALE	2162		WATER MASTER-ULARA (JULY'22-SEP1	
					070-381-0000-4270	4,094.77
					<b>Total :</b>	<b>4,094.77</b>
229186	12/5/2022	100805 COOPER HARDWARE INC.	131518	12799	MISC. SUPPLIES FOR P.W. OPERATION	
					070-384-0000-4310	22.98
					<b>Total :</b>	<b>22.98</b>
229187	12/5/2022	102003 COUNTY OF LOS ANGELES	RE-PW-22110701823	12747	INDUSTRIAL WASTE CHARGES-OCT 20	
					072-360-0000-4450	7,688.72
					<b>Total :</b>	<b>7,688.72</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229188	12/5/2022	894293 DAVILA, LUZY	832541		PARTIAL REFUND-VENDOR REGISTRA 004-2385	25.00
					<b>Total :</b>	<b>25.00</b>
229189	12/5/2022	893114 DE LA PENA, RICHARD	REIMB.		REGISTRATION-TRAFFIC SIGNAL WOR 001-370-0000-4360	395.00
					<b>Total :</b>	<b>395.00</b>
229190	12/5/2022	887121 DELL MARKETING L.P.	10623273665	12791	LAPTOPS FOR TECHNOLOGY & EDUC/ 110-422-3747-4500	16,587.59
					<b>Total :</b>	<b>16,587.59</b>
229191	12/5/2022	888339 DUKE'S ROOT CONTROL, INC.	21117	12763	SEWER ROOT FOAMING OF CONNECT 072-360-0000-4260	11,803.60
					<b>Total :</b>	<b>11,803.60</b>
229192	12/5/2022	888565 FERNANDENO TATAVIAM	FY22/23		CIF: RUDY ORTEGA SR PARK REPAIRS 053-101-0102-4430	2,500.00
					<b>Total :</b>	<b>2,500.00</b>
229193	12/5/2022	894151 FLORES, GUSTAVO	REIMB.		D1 & D2 CERTS. 070-381-0000-4360	150.00
					<b>Total :</b>	<b>150.00</b>
229194	12/5/2022	892198 FRONTIER COMMUNICATIONS	209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	60.58
			818-361-2385-012309		MTA PHONE LINE & CREDIT CARD LINE 007-440-0441-4220	60.88
			818-361-2472-031415		001-190-0000-4220 PW PHONE LINE	121.75
			818-361-7825-120512		070-384-0000-4220 RUDY ORTEGA PARK IRRIGATION SYS	555.11
			818-831-5002-052096		001-420-0000-4220 PD SPECIAL ACTIVITIES PHONE LINE	71.35
			818-837-2296-031315		001-222-0000-4220 VARIOUS CITY HALL PHONE LINES	61.55
					001-190-0000-4220	365.89

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229194	12/5/2022	892198 FRONTIER COMMUNICATIONS	(Continued)		PD SPECIAL ACTIVITIES PHONE LINE 001-222-0000-4220	43.40
			818-837-7174-052096		LP PARK FAX LINE 001-420-0000-4220	47.58
			818-898-7385-033105		<b>Total :</b>	<b>1,388.09</b>
229195	12/5/2022	892173 FS CONTRACTORS, INC.	3149	12781	RESERVOIR 2A/5 SITE IMPROVEMENT 070-385-0859-4600	139,112.00
					070-2037	-6,955.60
					<b>Total :</b>	<b>132,156.40</b>
229196	12/5/2022	893953 GALE, PAUL JOHN	102922	12702	SHOTOKAN KARATE CLASSES 017-420-1326-4260	40.00
			NOV 2022	12702	SHOTOKAN KARATE CLASSES 017-420-1326-4260	198.00
				12702	026-420-0887-4260	22.50
					<b>Total :</b>	<b>260.50</b>
229197	12/5/2022	893344 GRAND ELECTRICAL SUPPLY	200731		501 ISO CONTAINERS 001-311-0000-4300	781.46
					<b>Total :</b>	<b>781.46</b>
229198	12/5/2022	101428 H & H WHOLESALE PARTS	1IN0534137	12757	FULL SERVICE BATTERIES FOR CITY F 041-1215	374.14
					<b>Total :</b>	<b>374.14</b>
229199	12/5/2022	891570 INNOVATIVE TELECOM. SYSTEMS	3242		TELEPHONE EQUIPMENT MAINT-NOV: 001-190-0000-4220	395.00
					<b>Total :</b>	<b>395.00</b>
229200	12/5/2022	894144 JIMENEZ, DAVID	NOV 2022		MOVEMENT FOR LIFE INSTRUCTOR 017-420-1322-4260	180.00
					<b>Total :</b>	<b>180.00</b>
229201	12/5/2022	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-33	12145	UPPER RESERVOIR REPL CONSTR. M 070-385-0716-4600	38,786.32

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229201	12/5/2022	892118 892118 JOHN ROBINSON CONSULTING, INC.	(Continued)			Total : 38,786.32
229202	12/5/2022	893885 JOHNNY ALLEN TENNIS ACADEMY	10/26-11/12	12703 12703	SERVICES FOR TENNIS PROGRAM 017-420-1327-4260 026-420-0887-4260	318.00 25.00 Total : 343.00
229203	12/5/2022	891008 JONES, KENNETH	TRAVEL		PER DIEM-2022 MMASC ANNUAL CONF 001-310-0000-4370	110.00 Total : 110.00
229204	12/5/2022	888138 KOPPL PIPELINE SERVICES, INC.	25422		EMERGENCY CALL OUT-MAIN REPAIR- 070-383-0000-4270	2,460.00 Total : 2,460.00
229205	12/5/2022	101990 L.A. COUNTY METROPOLITAN	6017686 6017912		TAP CARDS-SEPT 2022 007-440-0441-4260 TAP CARD-OCT 2022 007-440-0441-4260	444.00 464.00 Total : 908.00
229206	12/5/2022	102007 L.A. COUNTY SHERIFFS DEPT.	231030BL	12771	INMATE MEALS-OCT 2022 001-225-0000-4350	570.94 Total : 570.94
229207	12/5/2022	101971 L.A. MUNICIPAL SERVICES	004-750-1000 500-750-1000 594-750-1000		ELECTRIC-13003 BORDEN 070-384-0000-4210 ELECTRIC-13655 FOOTHILL 070-384-0000-4210 ELECTRIC-12900 DRONFIELD 070-384-0000-4210	141.68 180.71 2,699.29 Total : 3,021.68
229208	12/5/2022	101901 LESMEZ, ARTHUR	REIMB.		ARPOC TRAINING COURSE 001-225-0000-4360	429.00 Total : 429.00
229209	12/5/2022	101974 LOS ANGELES COUNTY	AUG 2022		ANIMAL CARE & CONTROL SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229209	12/5/2022	101974 LOS ANGELES COUNTY	(Continued)			
			JULY 2022	12817	001-190-0000-4260 ANIMAL CARE & CONTROL SERVICES	5,301.84
			SEPT 2022	12817	001-190-0000-4260 ANIMAL CARE & CONTROL SERVICES	7,613.05
				12817	001-190-0000-4260	9,933.39 Total : 22,848.28
229210	12/5/2022	892477 LOWES	9747-01277		MISC SUPPLIES 041-320-0000-4300	493.48 Total : 493.48
229211	12/5/2022	891373 MACIAS, JORGE	831799		FACILITY RENTAL DEP REFUND 001-2220	150.00 Total : 150.00
229212	12/5/2022	892471 MATHESON TRI-GAS INC	0026557909		VEHICLE MAINT-ME8615 074-320-0000-4400	91.06 Total : 91.06
229213	12/5/2022	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220	35.90 Total : 35.90
229214	12/5/2022	893200 MCKESSON MEDICAL-SURGICAL	20010858 20019568 20019584 20020028 20020069 20030530		MEDICATIONS 001-225-0000-4350 MEDICATIONS 001-225-0000-4350 MEDICATIONS 001-225-0000-4350 MEDICATIONS 001-225-0000-4350 MEDICATIONS 001-225-0000-4350 MEDICATIONS 001-225-0000-4350	25.94 40.75 27.20 16.31 13.70 9.64 Total : 133.54

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229215	12/5/2022	894210 MELTON, ERICA D.	REIMB.		PROFESSIONAL DEVELOP. & EDUCATI 001-130-0000-4360	2,250.00
					<b>Total :</b>	<b>2,250.00</b>
229216	12/5/2022	102226 MISSION LINEN SUPPLY	518164763	12685	LAUNDRY SERVICE FOR PD 001-225-0000-4350	262.00
			518208613	12685	LAUNDRY SERVICE FOR PD 001-225-0000-4350	214.08
					<b>Total :</b>	<b>476.08</b>
229217	12/5/2022	892353 MOORE IACOFANO, GOLTSMAN, INC.	0076233	12400	DESIGN FOR LAYNE PARK REVITALIZA 010-420-3669-4600	5,101.40
					<b>Total :</b>	<b>5,101.40</b>
229218	12/5/2022	893934 MORA, JUAN LUIS	MCB-1022	12751	MISSION CITY BASEBALL PROGRAM 017-420-1330-4260	3,160.00
					<b>Total :</b>	<b>3,160.00</b>
229219	12/5/2022	888134 MOTOROLA SOLUTIONS, INC.	8281497835	12797	SOFTWARE FOR 2 WAY RADIOS 001-222-0000-4300	227.04
					001-222-0000-4300	23.27
					<b>Total :</b>	<b>250.31</b>
229220	12/5/2022	894004 MURILLO, NICHOLAS	REIMB.		K9 DOG FOOD & SUPPLIES 001-225-0000-4270	1,056.09
					<b>Total :</b>	<b>1,056.09</b>
229221	12/5/2022	892916 NADA BUS INC	50981	12778	CHARTER BUS TRANSPORATION FOR 004-2383	1,860.00
					<b>Total :</b>	<b>1,860.00</b>
229222	12/5/2022	102412 NORTHEAST VALLEY HEALTH CORP.	FY22/23		CIF-25TH ANNUAL TOY DRIVE 053-101-0107-4430	150.00
					053-101-0101-4430	150.00
					<b>Total :</b>	<b>300.00</b>
229223	12/5/2022	894288 NOTARY LEARNING CENTER, IINC	00079917		NOTARY CLASS/EXAM 001-310-0000-4360	324.28

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229223	12/5/2022	894288 894288 NOTARY LEARNING CENTER, IINC	(Continued)			<b>Total :</b> 324.28
229224	12/5/2022	102423 OCCU-MED, INC.	1122901		PRE-EMPLOYMENT PHYSICALS 001-106-0000-4260	513.00
					<b>Total :</b>	<b>513.00</b>
229225	12/5/2022	894100 ODP BUSINESS SOLUTIONS , LLC	273410110001		OFFICE SUPPLIES 001-222-0000-4300	92.16
			273413279001		OFFICE SUPPLIES 001-222-0000-4300	7.96
			273869068001		OFFICE SUPPLIES 001-222-0000-4300	183.56
			275172636001		MONITOR 001-420-0000-4300	221.93
			275172637001		OFFICE SUPPLIES 001-420-0000-4300	6.03
			275172638001		OFFICE SUUPLIES 001-422-0000-4300	6.03
			275327136001		OFFICE SUPPLIES 001-222-0000-4300	93.27
			275336049001		CREDIT 001-130-0000-4300	-11.42
			275453231001		OFFICE SUPPLIES 001-222-0000-4300	103.07
			275453233001		HP TONER 001-222-0000-4300	128.95
			275783878001		OFFICE SUPPLIES 001-222-0000-4300	20.44
			275862423001		BLACK TONER 070-382-0000-4300	108.66
					072-360-0000-4300	108.65
			275862425001		OFFICE SUPPLIES 001-130-0000-4300	24.89
			277650042001		OFFICE SUPPLIES 001-222-0000-4300	179.30
			277721696001		OFFICE SUPPLIES 001-222-0000-4300	34.19

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229225	12/5/2022	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued) 277721697001		OFFICE SUPPLIES 001-222-0000-4300	115.92
			277721698001		OFFICE SUPPLIES 001-222-0000-4300	38.09
					<b>Total :</b>	<b>1,461.68</b>
229226	12/5/2022	890095 O'REILLY AUTOMOTIVE STORES INC	4605-490427	12754	VEHICLE SERV., MAINT. & REPAIR PAR' 041-320-0370-4400	84.50
			4605-490525	12754	VEHICLE SERV., MAINT. & REPAIR PAR' 041-320-0390-4400	65.17
			4605-492484	12754	VEHICLE SERV., MAINT. & REPAIR PAR' 041-320-0224-4400	44.06
					<b>Total :</b>	<b>193.73</b>
229227	12/5/2022	892360 PARKING COMPANY OF AMERICA	INVM0017149	12783	PUBLIC TRANSPORTATION SERVICES- 007-440-0442-4260	47,751.76
				12783	007-313-3630-4402	7,114.75
					<b>Total :</b>	<b>54,866.51</b>
229228	12/5/2022	894290 PBLA BOOTH	90511667880282906		PHOTO BOOTH RETAIL-SENIOR CLUB 004-2380	250.00
					<b>Total :</b>	<b>250.00</b>
229229	12/5/2022	102688 PROFESSIONAL PRINTING CENTERS	20704	12721	PRINTING SERVICES 008-311-0560-4600	340.67
					<b>Total :</b>	<b>340.67</b>
229230	12/5/2022	892297 PUKUU CULTURAL COMMUNITY	1	12135	JULY'22-PROF SERVS AGREEMENT YC 110-422-3649-4270	6,463.07
			2	12135	AUG'22-PROF SERVS AGREEMENT YO 110-422-3649-4270	12,700.16
			3	12135	SEPT'22-PROF SERVS AGREEMENT YC 110-422-3649-4270	25,637.00
					<b>Total :</b>	<b>44,800.23</b>
229231	12/5/2022	102738 QUINTERO ESCAMILLA, VIOLETA	NOV 2022		SENIOR MUSIC CLASS INSTRUCTOR	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229231	12/5/2022	102738 QUINTERO ESCAMILLA, VIOLETA	(Continued)	12689	017-420-1323-4260	300.00
					<b>Total :</b>	<b>300.00</b>
229232	12/5/2022	888382 SAHAGUN, JESUS	REIMB.		SWRCB APP & CERT FEE 070-384-0000-4360	105.00
					<b>Total :</b>	<b>105.00</b>
229233	12/5/2022	891253 SAN FERNANDO SMOG TEST ONLY	5644		SMOG TEST-WA3240 041-320-0000-4450	65.00
			5645		SMOG TEST-PW4412 041-320-0000-4450	65.00
			5646		SMOG TEST-PK8704 041-320-0000-4450	75.00
					<b>Total :</b>	<b>205.00</b>
229234	12/5/2022	103184 SMART & FINAL	0029		SUPPLIES-CALLES VERDES EVENT 001-310-0000-4300	62.02
			0034		REFRESHMENT-LEGAL FAIR EVENT 001-420-0000-4300	47.11
			0091		REFRESHMENTS-SENIOR CLUB DANC 004-2380	136.38
			0100		BREAK ROOM SUPPLIES 001-222-0000-4300	46.41
			0262		REFRESHMENTS-SENIOR CLUB DANC 004-2380	98.55
					<b>Total :</b>	<b>390.47</b>
229235	12/5/2022	893677 SOLIS, MARGARITA	832553		FACILITY RENTAL DEP REFUND 001-2220	150.00
					<b>Total :</b>	<b>150.00</b>
229236	12/5/2022	894275 STAPLES, INC.	8067860456		CREDIT-ITEM RETURNED 001-130-0000-4300	-132.29
			8068179369		BREAK ROOM SUPPLIES 001-190-0000-4300	208.39
					<b>Total :</b>	<b>76.10</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229237	12/5/2022	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	614323	12714	DOJ LIVESCAN FINGERPRINTING-OCT 004-2386	2,272.00
				12714	001-222-0000-4270	362.00
				12714	001-2713	79.00
			616311		FINGERPRINTS-OCT 2022 001-106-0000-4270	64.00
					<b>Total :</b>	<b>2,777.00</b>
229238	12/5/2022	103318 TAG/AMS, INC.	2819140		RANDOM DRUG TESTS 001-106-0000-4260	255.00
					<b>Total :</b>	<b>255.00</b>
229239	12/5/2022	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST 043-390-0000-4210	117.75
			084-220-3249-3		GAS-505 S HUNTINGTON 043-390-0000-4210	82.45
			088-520-6400-8		GAS-117 MACNEIL 043-390-0000-4210	108.42
			143-287-8131-6		GAS-208 PARK 043-390-0000-4210	71.52
					<b>Total :</b>	<b>380.14</b>
229240	12/5/2022	890817 THE WALKING MAN, INC.	F2793		DISTRIBUTION OF DOOR HANGERS 008-311-0560-4600	875.00
					<b>Total :</b>	<b>875.00</b>
229241	12/5/2022	887591 TOM BROHARD & ASSOCIATES	2022-22	12752	TRAFFIC ENGINEERING SERVICES 001-310-0000-4270	10,030.00
					<b>Total :</b>	<b>10,030.00</b>
229242	12/5/2022	888399 TORO ENTERPRISES INC.	16145	12820	PHASE 1 OF ANNUAL STREET RESURF 025-311-0560-4600	60,815.00
					025-2037	-3,040.75
					<b>Total :</b>	<b>57,774.25</b>
229243	12/5/2022	894195 TRIPEPI SMITH	8981	12723	PUBLIC RELATIONS SERVICES 001-190-0000-4270	2,171.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229243	12/5/2022	894195 894195 TRIPEPI SMITH	(Continued)			<b>Total : 2,171.25</b>
229244	12/5/2022	103439 UPS	831954452		COURIER SERVICES 001-190-0000-4280	180.00
					<b>Total :</b>	<b>180.00</b>
229245	12/5/2022	893647 VALEO NETWORKS	20643-1	12760	SEPT'22 (BAL)-IT MANAGEMENT & VEE 001-135-0000-4270	247.33
			20895	12760	OCT'22-IT MANAGEMENT & VEEAM CL 001-135-0000-4270	10,330.33
			20896	12760	OCT'22-IT MANAGEMENT & VEEAM CL 001-135-0000-4270	446.70
					<b>Total :</b>	<b>11,024.36</b>
229246	12/5/2022	103557 VASQUEZ & COMPANY LLP	2220899-IN	12813	ANNUAL AUDIT SERVICES 001-130-0000-4270	5,000.00
				12813	070-381-0000-4270	2,500.00
				12813	072-360-0000-4270	2,500.00
					<b>Total :</b>	<b>10,000.00</b>
229247	12/5/2022	889644 VERIZON BUSINESS	6640778		CITY HALL LONG DISTANCE 001-190-0000-4220	53.69
			6640779		CITY YARD LONG DISTANCE 070-384-0000-4220	16.11
			6640780		CITY HALL LONG DISTANCE 001-190-0000-4220	26.85
			6640781		POLICE LONG DISTANCE 001-222-0000-4220	126.64
			6640782		CITY YARD LONG DISTANT 070-384-0000-4220	10.74
			6640783		PARK LONG DISTANCE 001-420-0000-4220	16.37
			6641319		PW LONG DISTANCE 001-310-0000-4220	5.37
			6641330		CITY HALL LONG DISTANCE 001-190-0000-4220	59.06
					<b>Total :</b>	<b>314.83</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229248	12/5/2022	892081 VERIZON BUSINESS SERVICES	72407746		MPLS PORT ACCESS & ROUTER-PD 001-222-0000-4220	1,040.89
					<b>Total :</b>	<b>1,040.89</b>
229249	12/5/2022	100101 VERIZON WIRELESS-LA	9920169872		VARIOUS CELL PHONE PLANS 072-360-0000-4220 001-101-0102-4220 001-101-0108-4220 001-105-0000-4220	50.22 50.22 50.93 55.21
					<b>Total :</b>	<b>206.58</b>
229250	12/5/2022	891531 WILLDAN ENGINEERING	00336945		ON-CALL ENGINEERING SERVICES 001-310-0000-4270	390.00
			00336956	12814	NPDES CONSULTING SERVICES	
				12724	023-311-0000-4270	4,106.75
					<b>Total :</b>	<b>4,496.75</b>
85 Vouchers for bank code :		bank3			<b>Bank total :</b>	<b>512,664.47</b>
85 Vouchers in this report					<b>Total vouchers :</b>	<b>512,664.47</b>

Voucher Registers are not final until approved by Council.

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**SPECIAL CHECK****EXHIBIT "A"**  
**RES. NO. 22-121**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229161	11/15/2022	103648 CITY OF SAN FERNANDO	SPR 11/15/22		REIMB FOR SPECIAL PAYROLL 11/15/22 001-1003	6,033.06
Total :						6,033.06
1 Vouchers for bank code : bank3						Bank total : 6,033.06
1 Vouchers in this report						Total vouchers : 6,033.06

Voucher Registers are not final until approved by Council.

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## SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 22-121

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229162	11/15/2022	102003 COUNTY OF LOS ANGELES	00287187		PERMIT FEES-PACOIMA WASH BIKEW# 012-311-0551-4600	6,500.00
Total :						6,500.00
1 Vouchers for bank code : bank3						Bank total : 6,500.00
1 Vouchers in this report						Total vouchers : 6,500.00

Voucher Registers are not final until approved by Council.

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**SPECIAL CHECK****EXHIBIT "A"**  
**RES. NO. 22-121**vchlist  
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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229163	11/21/2022	887121 DELL MARKETING L.P.	10609857279		COMPUTER FOR REC LEADER WORK :	
				12680	001-424-0000-4300	1,000.81
					<b>Total :</b>	<b>1,000.81</b>
		1 Vouchers for bank code :	bank3		<b>Bank total :</b>	<b>1,000.81</b>
		1 Vouchers in this report			<b>Total vouchers :</b>	<b>1,000.81</b>

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## SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 22-121

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229164	11/23/2022	103648 CITY OF SAN FERNANDO	PR 11/25/22		REIMB FOR PAYROLL W/E 11/18/22	
					001-1003	535,035.01
					007-1003	1,998.20
					010-1003	197.99
					017-1003	253.29
					027-1003	2,174.81
					029-1003	2,358.04
					030-1003	1,589.53
					041-1003	7,128.70
					043-1003	23,168.50
					070-1003	48,535.00
					072-1003	16,463.36
					074-1003	376.03
					094-1003	1,096.26
					110-1003	2,756.57
					121-1003	426.94
					Total :	643,558.23
1	Vouchers for bank code :		bank3		Bank total :	643,558.23
1	Vouchers in this report				Total vouchers :	643,558.23

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**SPECIAL CHECK****EXHIBIT "A"**  
**RES. NO. 22-121**vchlist  
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229165	11/29/2022	892390 WILMINGTON TRUST	115494-007-1		COP 2016 INTEREST INSTALL PYMNT	
					012-310-0000-4410	40,618.75
					012-1041	-36.12
			115494-007-2		AUTHORITY & TRUSTEE FEE	
					012-190-0000-4265	2,842.75
					<b>Total :</b>	<b>43,425.38</b>
					<b>Bank total :</b>	<b>43,425.38</b>
					<b>Total vouchers :</b>	<b>43,425.38</b>

1 Vouchers for bank code : bank3

1 Vouchers in this report

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## AGENDA REPORT

**To:** Mayor Mary Mendoza and Councilmembers

**From:** Nick Kimball, City Manager  
By: Julia Fritz, City Clerk

**Date:** December 5, 2022

**Subject:** Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of December 11, 2022 to January 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. 8198 (Attachment "A") re-authorizing remote teleconference meetings for the period of December 11, 2022 to January 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:

1. On October 4, 2021, the City Council was presented with an agenda report regarding adopting a resolution to continue remote teleconference meetings of the City of San Fernando's Legislative Bodies under the provisions of Assembly Bill (AB) 361 (Attachment "B"), which was signed into law on September 17, 2021. The City Council did not adopt the resolution, thereby reverting all legislative body meetings to comply with all Ralph M. Brown Act (Brown Act) requirements for public meetings.
2. On January 12, 2022, due to the surge of the Omicron variant of the COVID-19 virus, the City Council adopted Resolution No. 8089 to authorize remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective January 12, 2022 through February 11, 2022.
3. 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.

**Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of December 11, 2022 to January 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 December 11, 2022 to January 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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**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 November 7, 2022, the City Council adopted Resolution No. 8189 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 December 10, 2022. The City Council may renew the resolution, every 30 days, at which time a subsequent resolution (Attachment "A") will need to be adopted. If the resolution lapses, the City's Legislative Bodies will be required to comply with the Brown Act (Pre-COVID-19 Pandemic) until a new resolution is adopted to make the initial determinations and findings again.

**BUDGET IMPACT:**

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

**Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of December 11, 2022 to January 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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**CONCLUSION:**

It is recommended that the City Council adopt Resolution No. 8198 (Attachment "A") re-authorizing remote teleconference meetings for the period of December 11, 2022 to January 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. 8198
- B. Assembly Bill (AB) 361



**RESOLUTION NO. 8198**

**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 DECEMBER 11, 2022 THROUGH JANUARY 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 public health emergency in response to the spread of COVID-19 throughout the County; and

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

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

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

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

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

1. Masks are *strongly recommended* in most indoor public settings to prevent transmission of the virus particularly to persons with prolonged, cumulative exposures (e.g., workers and to those with higher risk of illness (e.g., unvaccinated, older persons, or those with underlying medical conditions such as immunocompromised persons); and
2. Per state and federal law, visitors and workers must continue to wear masks in specified high-risk settings to continue protecting vulnerable populations and the workforce that delivers critical services in these settings; and
3. Identify and regularly clean frequently touched surfaces and objects such as doorknobs, elevator buttons, tools, handrails, phones, headsets, bathroom surfaces and steering wheels;
4. Whenever possible, take steps to reduce crowding indoors and encourage physical distancing including, but not limited to:
  - a. Limiting indoor occupancy to increase the physical space between employees at the worksite, between employees and customers, and between customers;
  - b. 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 December 11, 2022, and expire upon the earlier of the following (i) 12:00 am on January 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 5<sup>th</sup> day of December, 2022.**

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Mary Mendoza, Mayor of the City of  
San Fernando, California

**ATTEST:**

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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. 8198 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 5<sup>th</sup> day of December, 2022, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

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

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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 quorum 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

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#### BILL TEXT

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

#### SECTION 1.

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

#### **89305.6.**

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

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

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

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

## **SEC. 2.**

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

### **11133.**

(a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

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

### **SEC. 3.**

Section 54953 of the Government Code is amended to read:

#### **54953.**

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act

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

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

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

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the

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

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

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

### **SEC. 3.1.**

Section 54953 of the Government Code is amended to read:

#### **54953.**

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.



(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1

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

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the

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

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

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

#### **SEC. 4.**

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

#### **54953.**

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act

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

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

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

(e) This section shall become operative January 1, 2024.

#### **SEC. 4.1.**

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

#### **54953.**

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

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

(e) This section shall become operative January 1, 2024.

#### **SEC. 5.**

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

#### **SEC. 6.**

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

#### **SEC. 7.**

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

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

#### **SEC. 8.**

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

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

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

## **SEC. 9.**

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

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





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## AGENDA REPORT

**To:** Mayor Mary Mendoza and Councilmembers

**From:** Nick Kimball, City Manager  
By: Erica D. Melton, Director of Finance/City Treasurer

**Date:** December 5, 2022

**Subject:** Consideration to Approve Calendar Year 2023 Business Permits for Certain Business Activities as Required by the City Code

### RECOMMENDATION:

It is recommended that the City Council approve the Business Permits for Calendar Year 2023 for businesses engaged in certain business activities (Attachment "A"), as required by Article III of Chapter 22 of the City Code.

### BACKGROUND:

1. On September 5, 2022, Business Permit Renewal Applications for calendar year 2023 were mailed to those businesses that require City Council approval per Article III of Chapter 22 of the City Code prior to issuance of a Business License (see Attachment "B" for complete list of Business Activities that require a Permit). The applications were due on September 30, 2022.
2. On October 27, 2022, all completed applications received by the Finance Department were submitted to the Community Development Department for review of zoning and building requirements. All applications were subsequently approved.
3. On October 31, 2022, all applications received by the Finance Department and approved by the Community Development Department were submitted to the Police Department for approval. All applications were approved.
4. On November 1, 2022, all completed applications received by the Finance Department and approved by the Community Development Department and Police Department were submitted to the Public Works Department for review and approval. All applications requiring their approval were approved.

**Consideration to Approve Calendar Year 2023 Business Permits for Certain Business Activities as Required by the City Code**

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**ANALYSIS:**

Article III of Chapter 22 of the San Fernando City Code (SFCC) requires certain types of businesses to obtain a Business Permit as a prerequisite to receiving their regular Business License. Business Permits require the approval of the City Council.

Each affected business must file an application, in writing, specifying where the business is proposed to operate. Once approved, the permit is valid for the calendar year, or a shorter period of time as may be prescribed by any resolution of the City Council or in the Permit.

Applications are submitted to the Finance Department and reviewed by the Police, Community Development and Public Works departments for compliance with all applicable regulations. Completed applications are on file in the Finance Department.

If the Business Permits are approved, they will expire on December 31, 2023. After the expiration date, applicants will be required to submit a renewal for the upcoming calendar year.

**BUDGET IMPACT:**

The Business Permit fees previously adopted by the City Council ensure the administrative costs associated with said application are recovered by the City.

**CONCLUSION:**

By approving Business Permits for the businesses noted in Attachment “A,” the City Council authorizes those businesses to continue their operations for calendar year 2023 at the specified commercial addresses.

**ATTACHMENTS:**

- A. List of Business License Permit Applicants for 2023
- B. Section 22-215 of the San Fernando City Code

**BUSINESS LICENSE PERMIT APPLICANTS BY CATEGORY (Section 22-215):**

**ARCADE**

Recess Time Arcade

**AUTOMOBILE DEALERS (USED)**

Valley Auto Sales

Isaac's Auto Sales

Rydell Chrysler Dodge Jeep Ram

Ganas Auto Group

Diego's Auto Sales

**BINGO**

American Legion Post #176

St. Ferdinand's Church

**DANCING**

El Potro Bar

**DANCING ACADEMY**

Fox Studio of Dance

Danzone

**FORTUNE TELLERS**

Botanica Santa Barbara

**MASSAGE**

QQ Spa

Vida Spa

**MISCELLANEOUS**

Orange Grove Mobile Home Park

San Fernando Swap Meet

**PEDDLERS**

Garcia Produce

**POOL TABLES**

El Porto Bar

**BUSINESS LICENSE PERMIT APPLICANTS BY CATEGORY (Section 22-215) CONTINUED:**

**PRIVATE PATROL/SECURITY**

Security Specialists / Tyan Inc

**REFUSE DISPOSAL**

Consolidated Disposal Service, LLC

**SECOND-HAND MERCHANDISE**

Cassell's Music

Goodyear Tire Center

Addax Inc

**SECOND-HAND JEWELERY (PAWNSHOP)**

San Fernando Loan Company

## Sec. 22-215. - Fees.

- (a) *Schedule.* The city council shall not accept any application for any permit required to be obtained by this article or by any other ordinance or law or for the renewal of such permit, unless the application is accompanied by the fee prescribed in the following schedule:

Business or Activity for Which Permit is Required		Original Fee	Renewal Fee
Antique shop		\$ 50.00	\$ 10.00
Arcade		50.00	25.00
Auction (jewelry)		100.00	
Auctioneer		100.00	15.00
Auto rental		25.00	15.00
Auto reposessor:			
	Owner	50.00	25.00
	Employee	10.00	10.00
Auto wrecking		300.00	25.00
Bath		10.00	10.00
Bowling alley		25.00	10.00
Boxing (amateur) contest		25.00	25.00
Carnival		25.00	25.00
Closing-out sale		100.00	25.00
Dance, public (only one)		None	
Dancehall:			
	Cafe, bar where liquor is sold	100.00	10.00
	Public	50.00	10.00
Dancing academy		10.00	10.00
Dancing club		25.00	10.00
Escort bureau		100.00	50.00
Fire sale		100.00	25.00
Fireworks sale		25.00	25.00
Game, skill and chance		25.00	10.00
Handbill (as defined in <u>section 6-31</u> ) distribution business		25.00	10.00
Junk and/or refuse collector		25.00	10.00
Junk dealer		50.00	10.00
Massage parlor		25.00	10.00
Merry-go-round		10.00	10.00
Pawnbroker		200.00	25.00
Pool room		25.00	10.00
Pool tables (two only), incidental to main business activity, per table		25.00	10.00
Private patrol		25.00	10.00
Secondhand dealer:			
	Auto parts	50.00	10.00

	Books	50.00	10.00
	General	50.00	10.00
	Jewelry	50.00	25.00
	Used automobile vehicles	300.00	25.00
Shooting gallery		25.00	10.00
Show (in liquor establishment)		25.00	10.00
Skating rink		50.00	25.00
Street speaking		10.00	10.00
Swap meet operator		100.00	25.00
Tattooing and/or body piercing		50.00	25.00
Trailer camps		25.00	10.00
Applications for changing location of a business for which a permit has been granted		10.00	
Change of ownership to be applicable only when the new owner is already operating under a permit issued pursuant to this article		10.00	

(b) *Closeout sales, fire sales.* The permit fee requirements and the submission requirements for the inventory of merchandise for closeout sales and fire sales shall be as follows:

- (1) The permit fee requirements specified for closeout sales and fire sales are not applicable to bona fide merchants licensed as such who are closing their business and selling out merchandise then on hand or who have had fires and are selling only the merchandise damaged in such fire.
- (2) Any person, before conducting any close-out or fire sale, shall file with the police department and the city a complete inventory of merchandise on hand to be sold at any such sale and such supplementary inventories as may be required and shall comply with such other rules and regulations governing such sales as may be prescribed by resolution of the city council.

(c) *Applicability.* This section shall not be deemed to modify the requirements of any other section of this article and any other ordinance prescribing any change of location fees, any change of ownership fees, any special fee for additional places of business operated by one permittee, or any special fee for the posting of notices or the like, nor shall the schedule of fees appearing in this section be deemed exclusive.

(Code 1957, § 18.5)





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## AGENDA REPORT

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**To:** Mayor Mary Mendoza and Councilmembers

**From:** Nick Kimball, City Manager  
By: Matt Baumgardner, Director of Public Works

**Date:** December 5, 2022

**Subject:** Consideration to Adopt a Resolution Approving a Financial Agreement with the State Water Resources Control Board for Funding Related to the Well No. 2A and Well No. 3 Nitrate Removal Treatment System Project

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8197 (Attachment "A") entering into an financing agreement with the State Water Resources Control Board for the planning, design, and construction of the Well No. 2A and Well No. 3 Nitrate Removal Treatment System; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. In November 2009, Well No. 3 had a nitrate reading in excess of the drinking water limit and water production ceased at this location.
2. On November 1, 2021, the City Council authorized a Purchase Order with Envirogen in an amount not-to-exceed \$1,652,110 for the purchase of a proprietary ion exchange nitrate removal treatment system at the City's groundwater Well No. 3 and the preparation of technical and operation reports for the permitting of the new system.
3. On April 13, 2022, staff shut down the pump on Well No. 2A due to nitrate readings that were near, but not in excess of the maximum allowable level of 10 parts per million. Well No. 2A has remained inoperable since its shutdown.
4. In July 2022, the City was notified that \$7 million was allocated through the California Department of Water Resources budget specifically to fund installation of the City's Nitrate Water Treatment Systems.

**Consideration to Adopt a Resolution Approving a Financial Agreement with the State Water Resources Control Board for Funding Related to the Well No. 2A and Well No. 3 Nitrate Removal Treatment System Project**

Page 2 of 3

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5. On August 1, 2022, the City Council approved Contract No. 2092 with FS Contractors, Inc. for construction of improvements at the Lower Reservoir site and installation of the Well No. 3 nitrate removal treatment system.

**ANALYSIS:**

The City owns four groundwater extraction wells (Well No. 2A, Well No. 3, Well No. 4, and Well No. 7A) that supply water to the City's approximately 5,400 commercial and residential customers. The State Water Resources Control Board - Division of Drinking Water is the regulatory agency for drinking water in California, which sets maximum levels for a number of constituents, including nitrates. The maximum allowable level of nitrates is 10 parts per million (ppm). Currently, two of the City's four wells have been offline due to nitrates in excess of 10 ppm (Well No. 2A and Well No. 3).

Staff has been working with Envirogen since 2011 to develop and install nitrate removal treatment systems to bring all extraction wells back online. The first system at Well No. 7A was brought online in 2018. Since that time, Well No. 7A has been fully operational with successful removal of nitrates below drinking water standards.

Staff from the City's Water Division is working expeditiously with FS Contractors, Inc. and Envirogen to complete installation of the Well No. 3 nitrate removal treatment system that was purchased in November 2021. It is expected that the Well No. 3 treatment system will be operational by January 2023. Once the Well No. 3 system is operational, there will be sufficient supply between Well No. 3, Well No. 4, and Well No. 7A to fully meet the City's water demands without continuing to purchase water from MWD.

To further increase the resiliency of the City's water system, staff is also developing a plan that will allow Well No. 2A water to be connected to the treatment systems at Well No. 3 and Well No. 7A, so that it can be treated to reduce the nitrate levels below 10 ppm. This requires modifications to the Well No. 2A electrical and power systems, which will be completed as part of the new Well No. 3 treatment system. This improvement will provide flexibility to cycle through all four wells in different combinations to meet the needs of the City while also preserving the long term mechanical viability of each well's pump and motor assembly used for groundwater extraction.

Through the 2022 California Budget, State Senator Robert Herzberg was able to secure \$7 million in state funding through the State Water Resources Control Board (SWRCB) to fund construction and installation of these treatment systems.

**Consideration to Adopt a Resolution Approving a Financial Agreement with the State Water Resources Control Board for Funding Related to the Well No. 2A and Well No. 3 Nitrate Removal Treatment System Project**

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In order to receive these funds, the Finance Division of the State Water Resources Control Board has instructed staff to provide a City Council Resolution entering into a financing agreement with the SWRCB (Attachment A). Once the approved Resolution is received by SWRCB, they will provide the \$7 million payment to the City to fund the cost of the nitrate removal treatment system project.

**BUDGET IMPACT:**

The Well No. 3 nitrate removal treatment system project is currently underway at an anticipated total cost of \$2 million. The remaining fund balance of \$5 million will be used for the Well No. 2A nitrate removal system, which includes planning, design, and construction. It is anticipated that the SWRCB will provide a one-time payment of \$7 million by March 2023. Staff will return to City Council at that time to accept the funds and amend the FY 2022-2023 budget.

**CONCLUSION:**

It is recommended that City Council approve the attached Resolution, which allows the City to enter into a financing agreement with the State Water Resources Control Board for a one-time payment of \$7 million to be used for the City's Nitrate Treatment Removal System Project.

**ATTACHMENT:**

A. Resolution No. 8197

**AUTHORIZING RESOLUTION/ORDINANCE**RESOLUTION NO: 8197

WHEREAS, the City of San Fernando will enter into an agreement with the State Water Resources Control Board;

RESOLVED BY THE (insert appropriate findings)  
CITY COUNCIL OF THE  
(insert name of Governing Board of the Entity)  
CITY OF SAN FERNANDO (the "Entity"), AS FOLLOWS:  
(insert Entity name)

The CITY MANAGER (the "Authorized Representative") or designee is  
(insert Title of Authorized Representative)  
hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance  
Application for a financing agreement from the State Water Resources Control Board for the planning, design,  
and construction of WELL 2A/WELL 3 - NITRATE REMOVAL TREATMENT SYSTEM (the "Project").  
(insert Project Name)

This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications,  
and commitments required for the financial assistance application, including executing a financial assistance  
agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the  
Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of  
the Entity and compliance with applicable state and federal laws.

**CERTIFICATION**

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted  
at a meeting of the CITY COUNCIL OF THE CITY OF SAN FERNANDO held  
(insert name of Governing Board of the Entity)  
on DECEMBER 5, 2022.  
(Date)

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*(Name, Signature, and Seal of the Clerk or Authorized Record Keeper of the Governing Board of the Agency)*



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## AGENDA REPORT

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**To:** Mayor Mary Mendoza and Councilmembers

**From:** Nick Kimball, City Manager  
By: Matt Baumgardner, Director of Public Works

**Date:** December 5, 2022

**Subject:** Consideration to Reject Construction Bids and Authorize the Formal Solicitation of Bids for the Phase 2, Annual Street Resurfacing Project

### RECOMMENDATION:

It is recommended that the City Council:

- a. Reject the construction bid received for the Phase 2, Annual Street Resurfacing Project; and
- b. Authorize the formal solicitation of bids (Attachment "A") for the Phase 2, Annual Street Resurfacing Project.

### 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 Sun and on the City website.
3. On November 3, 2021, the City received five bids ranging in price from \$3,610,154 to \$4,026,688.

### 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 2 miles of paving using traditional thin overlay pavement treatments, which is estimated to cost approximately \$1 million per mile. In order to meet the

**Consideration to Reject Construction Bids and Authorize the Formal Solicitation of Bids for the Phase 2, Annual Street Resurfacing Project**

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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 than 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 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 \$2.3 million by 57 percent. 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.

Based on this bid analysis, the project team recommends reducing the scope of the project so that new bids would be closer to the original budget and engineer's estimate. As a result, the re-scoped project would result in approximately six miles of streets being resurfaced using the two-step and three-step process. The remaining streets that were originally part of the Phase 2 project, but are recommended to be removed as part of the re-scoping, will be addressed in July 2023 as part of next fiscal year's street resurfacing project (see Attachment "B").

## Consideration to Reject Construction Bids and Authorize the Formal Solicitation of Bids for the Phase 2, Annual Street Resurfacing Project

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### 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 \$2,300,000 will be used for Phase 1 of the Annual Street Resurfacing Project and the remainder of the balance (\$2,299,288) will be used to fund Phase 2 of the project.

SOURCES		
Fund	Account Number	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
<b>Total Sources:</b>		<b>\$ 4,599,228</b>

USES		
Activity	Account Number	Cost
Design/Construction Management	008/011/012/024/025- /032-311-0560-4600	\$ 450,000
Construction – Phase 1	008/011/012/024/025/032- -311-0560-4600	\$ 2,038,388
Construction – Phase 2	008/011/012/024/025/032- 311-0560-4600	\$ 2,560,390
<b>Total Uses:</b>		<b>\$ 4,599,228</b>

### CONCLUSION:

Staff recommends that the City Council reject the construction bids submitted on November 3, 2022, and authorize the formal solicitation of bids for the Phase 2, Annual Street Resurfacing Project. Staff will re-advertise the project for a period of 30 days, as required by the City's purchasing policy.

### ATTACHMENTS:

- A. Bid Specification Package
- B. Two-step and Three-step Streets to be Addressed in July 2023

**CITY OF SAN FERNANDO  
CALIFORNIA**

**CONTRACT DOCUMENTS,  
SPECIFICATIONS AND STANDARD DRAWINGS  
FOR  
FISCAL YEAR 2022-2023  
PHASE 2, ANNUAL STREET RESURFACING PROJECT  
JOB NO. 7619, PLAN NO. P-741**



Prepared by:



23241 Arroyo Vista  
RANCHO SANTA MARGARITA, CA 92688  
(949) 888-6513

Prepared by: Ali Zalgout, MSc, EIT  
Date: 11/23/2022

Prepared Under the Supervision of: Roger Schlierkamp, MSc, PE  
Date: 11/23/2022

Approved by: Matthew Baumgardner, P.E., Director of Public Works  
Date: 11/23/2022



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## NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **11:00 AM on WEDNESDAY, JANUARY 4, 2023**. Questions regarding the project are due by end of business on **WEDNESDAY, DECEMBER 28, 2022** and must be submitted by email only to Manuel Fabian at [mfabian@sfcity.org](mailto:mfabian@sfcity.org). Bids will be publicly opened and declared for performing work on the following project:

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

The City of San Fernando is inviting you to submit a bid for the fiscal year 2022-2023 phase 2 annual street resurfacing project. This project primarily consists of improving streets with a "2-step" and "3-step" process. The 2-step process consist of constructing an Asphalt Rubber and Aggregate Membrane (ARAM) followed by a slurry seal on top and spans approximately **188,960 SF**. The 3-step process consists of applying Microsurfacing, followed by ARAM, and covered by a slurry seal on top. The 3-step process covers approximately **722,630 SF**. The project also includes localized concrete replacement and pavement dig-outs.

The work to be performed includes, but is not limited to furnishing all materials, equipment, tools, notifications, labor, and incidentals as required by the plans, specifications, and contract documents for the improvements at various locations throughout the City of San Fernando. The work includes but not limited to: Saw-cutting; excavation, removal, and disposal of the AC pavement; replacement and compaction of subsurface material; replacement of concrete curb and gutter; setup and maintenance of traffic control system; placement of AC pavement material; micro milling; microsurfacing; placement of ARAM and slurry seal materials; replacement of traffic striping and pavement markings; and clean-up of the project area.

The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definitions of bid items are described in the Technical Provisions.

The contract time for the project is NINETY (90) working days.

It is the policy of the City, as directed by City Council, to encourage the use of local area businesses in construction contracts including vendors, suppliers, labor, etc.

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of ninety (90) days after date set for opening thereof.

The Contractor must follow the procedures as set forth in the Instructions to Bidders for acceptance of bids. Bids will be accepted only if submitted on a proposal form furnished by the City.

Each bid must be accompanied by cash, certified check, cashier's check, or bidder's bond made payable to the City of San Fernando or issued by a surety admitted to do business in California, for an amount equal to at least ten percent (10%) of the amount bid. Such guaranty to be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the contract.

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the contractor

and his/her subcontractors shall obtain a City business license. Prior to beginning work, the prime contractor or valve-raising subcontractor must possess a valid California **Class A** or **C-34** licenses for projects that require adjustment of valves. Contractor shall be licensed with a valid **C-12** and **C-32**, or a **valid A** license as issued by the State of California.

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who would be performing work in amount in excess of 1/2 of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of 1/2 of 1% of the bidder's total bid or \$10,000, whichever is greater, then in addition to the subcontractor's name and business address, the subcontractor's State contractor's license number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

SB854 EFFECTIVE MARCH 1, 2015. Contractors and Subcontractors wishing to work on a public works project must be registered with the State of California, Department of Industrial Relations. All public works projects with bids submitted after March 1, 2015, or awarded on or after April 1, 2015, shall use only registered contractors and subcontractors. No bid will be accepted nor any contract entered into without proof of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

The State General Prevailing Wage Rate Determination as established by the California Department of Industrial Relations is available at <http://www.dir.ca.gov/DLSR/PWD/index.htm> and in the Public Works Department at City Hall.

At the request and expense of the Contractor, securities equivalent to the five percent (5%) to be withheld from progress payments pursuant to the City's Standard General Conditions shall be deposited with the City Clerk or a state or federally chartered bank as the escrow agent, who shall pay such monies to the contractor upon satisfactory completion of the contract. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereof.

Copies of the plans and specifications, including the approved proposal form, are available on the City website, [www.sfcity.org](http://www.sfcity.org), for downloading at no charge. **In order to be eligible to submit a bid for the project, you MUST contact Manuel Fabian, Civil Engineering Assistant II, via e-mail at [mfabian@sfcity.org](mailto:mfabian@sfcity.org) to be placed on the plan holders list.**

Addenda, if any, will NOT be distributed to the plan holders, and will ONLY be posted on the City website. **It shall be the Bidder's responsibility to check the City website for any addenda.**

City of San Fernando

Date: December 6, 2022

By: Matthew Baumgardner, P.E.  
Director of Public Works

## **INSTRUCTIONS TO BIDDERS**

1. GENERAL Proposals under these Contract Documents shall be submitted on the blank forms furnished herewith. When presented, the proposal forms must be completely made out in the manner and form indicated therein, and must be properly signed by the bidder. The bidder's address, telephone number, and California State Contractor's License number must be included. To be eligible to perform work, the bidder must be a state licensed contractor in good standing prior to beginning work. The City Council reserves the right to reject any bid if all the above information is not furnished.

Each proposal submitted must be presented in a sealed cover, and must be filed prior to the time and at the place designated in the Notice Inviting Bids. All proposals submitted as prescribed will be publicly opened and read at the time and place designated in the Notice Inviting Bids.

Bid Quotes and Unit Price Extensions – The unit prices and the lump sum prices quoted by the bidder must be entered in the spaces provided on the Contractor's Proposal form. In case there is a discrepancy between the unit price and the item total, the unit price shall govern and will be considered as representing the Bidder's intention. The bid total will be corrected to conform to the specified unit price.

Bid Retention and Award – The City reserves the right to retain all bids for a period of ninety (90) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any and all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the City may require.

Communications Regarding Bid – All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

2. EXAMINATION OF PLANS, CONTRACT DOCUMENTS, AND WORK SITE The Contract Documents and plans, if any, are on file and available for inspection in City Hall.

The Bidders are required to carefully examine the site and the proposal, plans, Contract Documents, and contract forms. The Bidders must satisfy themselves as to the requirements of the Contract Documents and the contract; as to the location of the proposed work and by such other means as they may prefer; and as to the actual conditions and requirements of the work, and shall not, at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examinations.

3. DISQUALIFICATION OF BIDDERS AND PROPOSALS More than one proposal for the same work from any individual, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidders are interested.

Proposals which show obviously unbalanced prices, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. Proposals that do not bear the Bidder's signature will be



rejected.

4. AWARD AND EXECUTION OF CONTRACT The award of the contract, if awarded, will be made to the lowest responsive bidder whose proposal complies with all the prescribed requirements. The right is reserved, however, to reject any or all bids and to waive technical errors or discrepancies if it is deemed to best serve the interests of the City. An award will be made only until all necessary investigations are made as to the responsiveness of the low bidder.

Failure to execute a contract and file acceptable bonds as provided herein within the above timeline, not including Sundays, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

The Contractor will be required to obtain a City Business License prior to award of the contract.

5. SIGNATURE OF CONTRACTOR

- a. Corporation Any bids submitted by a corporation must include the name of the corporation, and must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's Office.
- b. Partnerships Any bids submitted by a partnership must contain the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk.
- c. Joint Ventures Any bids submitted by a joint venture must so state that and must be signed by each joint venturer.
- d. Individuals Any bids submitted by an individual must be signed by that individual unless an up-to-date power of attorney is on file in the City Clerk's Office, in which case the person indicated in the power of attorney may sign for the individual.

The above rules also apply in the case of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated where the signature appears.

6. BONDS

- a. Bid Bonds Bid must be accompanied by cash, cashier's check, certified check, or surety bond in an amount equal to ten percent (10%) of the total amount in the Contractor's Proposal. Checks and bonds shall be made payable to the City of San Fernando.
- b. Contract Bonds The Contractor simultaneously with execution of the Agreement shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and a separate surety bond in an equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

"An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams, implements; or machinery used or consumed by such Contractors in the performance

of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended.

Bond Forms required are included in these specifications. Copies will be furnished to prospective bidders upon request.

Whenever any Surety or Sureties on any such bonds, or any bonds required by Law for the protection of the claims of laborers and material men become insufficient or the City Engineer has cause to believe that such Surety or Sureties have become insufficient, a demand in writing may be made of the Contractor for each further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

7. RETURN OF BIDDER'S GUARANTIES Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.
8. CONFLICT OF INTEREST In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

***The following documents in the PROPOSAL section of these Contract Documents must be completed and submitted with the bid package:***

Contractor's Proposal  
Bid Schedule  
Bidder's Bond  
Contractor Information  
List of References  
List of Subcontractors  
Certificate of Secretary of Adoption of Resolution  
List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal  
Non-Collusion Affidavit

## 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

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

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

<b>STREETS IMPROVEMENTS BASE BID</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>ITEM TOTAL</b>
1.	PROVIDE TRAFFIC CONTROL	LS	1	\$	\$
2.	MICRO-MILLING (5 FT WIDE, 1/2" DEEP TO 0" DEEP)	SF	50,700	\$	\$
3.	MICRO-MILLING (5 FT WIDE, 1" DEEP TO 0" DEEP)	SF	198,350	\$	\$
4.	REMOVE AND CONSTRUCT PCC CURB AND GUTTER PER SSPWC STANDARD PLAN 120-3	LF	600	\$	\$
5.	MICROSURFACING TYPE III	TN	1,140	\$	\$
6.	ARAM 3/8" SCREENINGS	SF	848,395	\$	\$
7.	EMULSION-AGGREGATE SLURRY TYPE II WITH 2.5 % LATEX	TN	1,050	\$	\$
8.	6" DIG-OUTS REMOVAL	SF	8,500	\$	\$
9.	6" DIG-OUTS TYPE IIIC3 PG 64-10 (R15) AC CONSTRUCTION	TN	330	\$	\$
10.	FURNISH AND INSTALL SIGNING, STRIPING AND PAINT ALL HOUSE NUMBERS WITHIN PROJECT LIMITS	LS	1	\$	\$
11.	ADJUST WATER VALVE BOX FRAME AND COVER TO GRADE	EA	110	\$	\$
12.	ADJUST MANHOLE FRAME AND COVER TO GRADE	EA	80	\$	\$
13.	ADJUST GAS VALVE BOX FRAME AND COVER TO GRADE	EA	18	\$	\$
14.	2-STEP PROCESS TEST STRIP (PER ALL PROJECT REQUIREMENTS)	LS	1	\$	\$
15.	3-STEP PROCESS TEST STRIP (PER ALL PROJECT REQUIREMENTS)	LS	1	\$	\$
16.	RESIDENT NOTIFICATIONS	LS	1	\$	\$
<b>SUBTOTAL ITEMS 1-16</b>					<b>\$</b>
<b>ADDITIONAL IMPROVEMENTS ON ARROYO AVENUE (BETWEEN 8<sup>TH</sup> STREET AND 5<sup>TH</sup> STREET) OPTIONAL BID</b>					
17.	PROVIDE TRAFFIC CONTROL	LS	1	\$	\$
18.	MICRO-MILLING (5 FT WIDE, 1" DEEP TO 0" DEEP)	SF	39,150	\$	\$
19.	MICROSURFACING TYPE III	TN	305	\$	\$
20.	ARAM 3/8" SCREENINGS	SF	181,925	\$	\$

<b>STREETS IMPROVEMENTS BASE BID</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>ITEM TOTAL</b>
21.	EMULSION-AGGREGATE SLURRY TYPE II WITH 2.5 % LATEX	TN	223	\$	\$
22.	FURNISH AND INSTALL SIGNING, STRIPING AND PAINT ALL HOUSE NUMBERS WITHIN PROJECT LIMITS	LS	1	\$	\$
23.	ADJUST WATER VALVE BOX FRAME AND COVER TO GRADE	EA	32	\$	\$
24.	ADJUST MANHOLE FRAME AND COVER TO GRADE	EA	15	\$	\$
25.	ADJUST GAS VALVE BOX FRAME AND COVER TO GRADE	EA	6	\$	\$
26.	RESIDENT NOTIFICATIONS	LS	1	\$	\$
<b>SUBTOTAL ITEMS 17-26</b>					<b>\$</b>

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None".

List of Addendum Received: \_\_\_\_\_

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.

## BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the City of San Fernando in the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_)  
to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of  
which sum well and truly made, we bind ourselves, our heirs, executors and administrators,  
successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above  
bounden \_\_\_\_\_  
to construct \_\_\_\_\_  
(insert names of streets and limits to be improved) dated \_\_\_\_\_ is accepted by  
the City of San Fernando, and if the above bounden his heirs, executors, administrators, successors  
and assigns, shall duly enter into and execute a contract for such construction, and shall execute  
and deliver the two bonds described within ten (10) days (not including Sunday) from the date of  
the mailing of a notice to the above bounden \_\_\_\_\_  
by and from the said City of San Fernando that said contract is ready for execution, then this  
obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 2022.

Principal

Surety

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently  
power of attorney must be attached to the bond to verify the authority of any party signing on  
behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CONTRACTOR INFORMATION

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Type of Firm: Individual ( ) Partnership ( ) Corporation ( )

Corporation organized under the laws of the State of \_\_\_\_\_

Contractor's License Number \_\_\_\_\_ State \_\_\_\_ Classification \_\_\_\_\_ Expiration Date \_\_\_\_\_

DIR Registration Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Names and titles of all officers of the firm

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## LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
2. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
3. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
4. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
5. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
6. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_



## 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: \_\_\_\_\_

Address of office, mill or shop: \_\_\_\_\_

Specific description of subcontract: \_\_\_\_\_

License No.: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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**CERTIFICATE OF SECRETARY  
OF ADOPTION OF RESOLUTION**

I, \_\_\_\_\_ (insert name of Secretary), do hereby certify that I am the Secretary of \_\_\_\_\_ (insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, \_\_\_\_\_, \_\_\_\_\_ President  
\_\_\_\_\_, Vice President and  
\_\_\_\_\_, secretary  
(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion), be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED, that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Secretary

**Affix Seal**

**LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO  
RECEIVE PRICES IN PREPARATION OF BID PROPOSAL**

1. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
2. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
3. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
4. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
5. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
6. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

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

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and  
says that he is \_\_\_\_\_  
(Sole owner, partner, president, secretary, etc.)

of \_\_\_\_\_  
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Authorized Signature

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

On \_\_\_\_\_, 2022 before me, \_\_\_\_\_

Personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public



## 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 \_\_\_\_ day of \_\_\_\_\_ 2022, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and \_\_\_\_\_ "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 \_\_\_\_\_, 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 \_\_\_\_\_ (\$\_\_\_\_\_).

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 ninety (90) working

**CONSTRUCTION CONTRACT/AGREEMENT**

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

Page 2 of 3

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days.

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**

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

Page 3 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 Municipal Corporation

\_\_\_\_\_  
NICK KIMBALL

CITY MANAGER

ATTEST:

\_\_\_\_\_  
JULIA FRITZ  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
RICK R. OLIVAREZ  
CITY ATTORNEY  
OLIVAREZ MADRUGA, P.C.

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner,  
in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)  
for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a  
contract, attached hereto, with the Owner dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the  
undertakings, covenants, terms, conditions and agreements of said contract during the  
original term thereof, and any extensions thereof that may be granted by the Owner with  
or without notice of the Surety, and during the life of any guaranty required under the  
contract, and shall also well and truly perform and fulfill all the undertakings, covenants,  
terms, conditions and agreements of any and all duly authorized modifications of said  
contract that may hereafter be made, then this obligation shall be void; otherwise this  
obligation shall remain in full force and virtue.

Further, the said Surety, for value received, hereby stipulates and agrees that no change,  
extension of time, alteration or modification of the contract documents or of the work to be  
performed thereunder shall in any way affect its obligations on this bond; and it hereby  
waives notice of any and all such changes, extensions of time; and alterations or  
modifications of the contract documents and/or of the work to be performed thereunder.  
IN WITNESS WHEREOF, the above bounden parties have executed this instrument under  
their several seals the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the name and  
corporate seal of each corporate party being hereto affixed and these presents duly signed  
by each party's undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Principal)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)



(Title)

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$\_\_\_\_\_ per thousand.

Total amount of premium charge is \$\_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **PAYMENT (LABOR AND MATERIAL) BOND**

KNOW ALL MEN BY THESE PRESENTS: that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner,  
in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)  
for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a  
contract, attached hereto, with the Owner dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying  
labor and material in the prosecution of the work provided for in said contract, and any and  
all duly authorized modifications of each contract that may hereafter be made, then this  
obligation shall be void, otherwise this obligation shall remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors, or  
the heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of  
the persons named in Section 3181 of the Civil Code of the State of California for any  
materials, provisions, provender or other supplies used in, upon, for or about the  
performance of the work or labor performed by any such claimant or any amounts required  
to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of  
employees of the contractor and his subcontractors pursuant to Section 18806 of the  
Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay  
for the same, in the amount not exceeding the sum set forth hereinabove and also, in case  
suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any and all persons named in the aforesaid Civil  
Code Section 3131 so as to give a right of action to them or their assigns in any suit  
brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change,  
extension of time, alteration or modification of the contract documents or of the work to be  
performed thereunder shall in any way affect its obligations on this bond; and it hereby  
waives notice of any and all such changes, extensions of time; and alterations or  
modifications of the contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$\_\_\_\_\_ per thousand.

Total amount of premium charge is \$\_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, \_\_\_\_\_ as Contractor, has by written agreement dated \_\_\_\_\_, 2022, entered into a contract with Owner for FISCAL YEAR 2022-2023 PHASE 2, ANNUAL STREET RESURFACING PROJECT JOB NO. 7619, PLAN NO. P-741 in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of **one** year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or;
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;

2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;
3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Principal)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_

\_\_\_\_\_  
(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

Total amount of premium charge is \$ \_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

\_\_\_\_\_

\_\_\_\_\_

## **GENERAL PROVISIONS**

### **PART I**

The documents that control construction, work performed, and materials furnished hereunder are the Contract Documents. The Contract Documents include the Notice Inviting Bids, Contractor's Proposal, Contract/Agreement, Bonds, Specifications, and the documents in the Appendix, if any, all of which are hereby incorporated and made a part of these Contract Documents. The Specifications include the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, Plans, Standard Plans, and the Technical Specifications.

### **STANDARD SPECIFICATIONS**

The Standard Specifications is the latest edition of the Standard Specifications for Public Works Construction (SSPWC or "Greenbook"), including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California, and the American Water Works Association (AWWA) Standards.

In case of conflict between documents, the precedence of documents shall follow Subsection 2-5.2 of the Standard Specifications, except that the Technical Provisions precede the Special Provisions. However, for any other precedence of documents, the Technical Provisions shall be considered part of the Special Provisions.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

### **SECTION 1 – TERMS AND DEFINITIONS**

#### **Subsection 1-2 Terms and Definitions**

*Add the following to the provisions of Subsection 1-2, "Terms and Definitions":*

The Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, of the State of California, Department of Transportation, and the Los Angeles County Department of Public Works Standard Plans, the City of San Fernando Standard Plans, and the American Water Works Association (AWWA) are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein. In case of conflict between the Reference Specifications and the Technical Provisions, the Technical Provisions shall govern. In case of a conflict between drawings and Technical Provisions, Technical Provisions shall prevail.

#### **Subsection 1-7 Award and Execution of the Contract**

*Add the following to the provisions of Subsection 1-7, "Award and Execution of the Contract":*

By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

### Subsection 1-7.2 Contract Bonds

*Add the following to the provisions of Subsection 1-7.2, "Contract Bonds":*

The performance bond shall remain in effect at least until the date of substantial completion/notice of completion, except as otherwise provided. The contractor warrants and guarantees to the City that all work will not be defective. The contractor shall furnish a warranty performance and payment bond equal to at least one hundred percent of the final contract price or \$1,000, whichever is greater, before the contract performance and payment bonds can be released or the retention payment paid. The warranty performance and payment bond shall be in effect until at least one year after the date of the notice of completion, except that utility work shall require it to be in effect for three years.

## SECTION 2 – SCOPE OF WORK

### Subsection 2.2 Permits

*Add the following to the provisions of Subsection 2-2, "Permits":*

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

### Subsection 2-9 Changed Conditions

*Add the following to the provisions of Subsection 2-9, "Changed Conditions":*

The Contractor's failure to provide written notice of changed conditions within 48 hours upon their discovery to the Engineer and before they are disturbed shall constitute a waiver of compensation and claims in connection therewith.

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account. The contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

### Subsection 2-10 Disputed Work

*Add the following to the provisions of Subsection 2-10, "Disputed Work":*

- A. In accordance with Public Contract Code Section 20104, and for the purposes of Paragraphs B only, the term "Defined Claim" shall mean a separate demand by the Contractor to the Owner of a value of \$375,000 or less, for any of the following: (a) a time extension, (b) payment of money or damages arising from work done by the Contractor pursuant to the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment which is disputed by the Owner.
- B. RESOLUTION OF DEFINED CLAIMS Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in the amount of \$375,000 or less).

### Filing and Response to Defined Claim

The Defined Claim shall be in writing, include the documents necessary to substantiate the Defined Claim, and be filed with the Owner on or before the date of the final payment for the work.

If the Defined Claim is less than \$50,000, the new Owner shall respond in writing to the Defined Claim within 45 days of its receipt; or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the Defined Claim is over \$50,000, the Owner shall respond in writing to the Defined Claim within 60 days of its receipt, or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

### Meet and Confer Regarding Defined Claim

If the Contractor disputes the Owner's written response, or if the Owner fails to respond within the prescribed time, to the Defined Claim, the Contractor may notify the Owner in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the Owner shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, et seq. For purposes of this Paragraph B, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the Defined Claim until the time such Defined Claim is denied, including any period of time utilized by the meet and confer conference.



Procedures for Civil Actions Filed to Resolve Defined Claims

The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

Non-Binding Mediation Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

Judicial Arbitration If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, et seq., of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, et seq., shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, et seq., (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.

Interest on Award of Judgment In any suit filed pursuant to Paragraph (G)3.2, the Owner shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

- C. RESOLUTION OF CLAIMS OTHER THAN DEFINED CLAIMS The provisions of this Paragraph C shall apply to all claims that are not "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in excess of \$375,000.00).

Written Claim

If the Contractor is not satisfied with any action by the City Council to resolve the protest of any claim other than a Defined Claim, it shall file with the City Council, within fifteen (15) days after such determination, a written claim which shall comply with the requirements for a claim under Division 3.6 of Title 1 (commencing with Section 810) of the California Government Code. The City Council shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City Council shall be a prerequisite to the institution of any legal proceeding challenging the action of the City Council. If the Contractor fails to file a claim within the time specified herein, it shall be deemed satisfied with the action of the City Council with respect to its protests, and such failure to file a claim shall be deemed to be a waiver of all claims and demands arising out of or relating to this Contract.

Limitation Period

Demand for Arbitration of any claim other than a Defined Claim shall be served upon the Owner within the time limits set forth in Division 3.6 of the California Government Code for commencement of legal proceedings against a local public agency.

Arbitration

Except as provided to the contrary herein, arbitration of any claim other than a Defined Claim may be initiated by the Contractor and shall be conducted in accordance with the provisions of

California Code of Civil Procedure Sections 1280, *et seq.* The parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner: (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Owner shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator; (2) In the event that none of the names submitted by Contractor are acceptable to Owner or if for any reasons the Arbitrator selected in Step (1) is unable to serve, the Owner shall submit to Contractor a list of the five names of persons acceptable to Owner for appointment as Arbitrator to Contractor who shall in turn have 10 days in which to determine if one such person is acceptable; (3) If after Steps (1) and (2) the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the Los Angeles County Superior Court pursuant to Code of Civil Procedure Section 1281.6.

### SECTION 3 – CONTROL OF THE WORK

#### Subsection 3-4 Authority of Board and Engineer

*Add the following to the provisions of Subsection 3-4, "Authority of Board and Engineer":*

The Engineer shall retain all written protests filed, and, upon completion of the work, shall submit all such protests to the City Council, together with a copy of the Engineer's prior written decisions for consideration by the City Council at the time of final acceptance of the work. The Contractor or its representative may appear and be heard by the City Council concerning any such protests. In connection with acceptance of the work and final payment under the Contract, the City Council shall make its determination with respect to each protest filed with the Engineer. The decision of the City Council shall be final.

#### Subsection 3-5 Inspection

*Add the following to the provisions of Subsection 3-5, "Inspection":*

Inspection work requested by the contractor outside of the prescribed working hours shall be paid by the contractor at the City's overtime rate.

#### Subsection 3-7 Contract Documents

*Add the following to the provisions of Subsection 3-7, "Contract Documents":*

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, Technical Provisions, or Plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

#### Record Drawings:

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show

dimensioned location of all buried facilities, such as drains, sumps, pipe, valves, electrical conduit, and irrigation wire.

Dimensions must be taken from above ground permanent, architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawing shall be reviewed prior to all progress payment requests and submitted prior to final inspection.

#### Subsection 3-10 Surveying

*Add the following to the provisions of Subsection 3-10, "Surveying":*

The Contractor shall preserve all benchmarks, monuments, survey marks, centerline ties and stakes and, in case of their impending removal or destruction by his/her operations he/she shall be responsible for notifying the City Engineer **prior** to their removal. Failure to provide such notification will result in the Contractor being liable for all costs associated with their replacement.

##### Permanent Survey Markers.

The Contractor shall retain a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State to Reset Survey Monuments. The Contractor is responsible for the filing and recording of the Survey Monuments.

##### Survey Service.

The Contractor shall retain a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State to provide construction staking. The Contractor is responsible for the accuracy of surveying adequate for construction.

##### Measurement and Payment.

Full compensation for Construction Survey, including furnishing all labor, materials, tools, equipment, surveyor, supervision, and incidentals for doing all the work involved shall be considered as included in the other items of work.

Payment for monumentation restoration shall be paid at the contract unit price bid per intersection, including furnishing all labor, materials, tools, equipment, surveyor supervision, filing and recordation and other incidental for doing all the work involved and no separate payment shall be made thereof.

#### Subsection 3-12.2 Air Pollution Control

*Add the following to the provisions of Subsection 3-12.2, "Air Pollution Control":*

All excess dirt and construction debris shall be hauled away from job site each day. The City may deduct \$500 per day from payment for storing materials on-site.

#### Subsection 3-12.4 Storage of Equipment and Materials

*Add the following to the provisions of Subsection 3-12.4, "Storage of Equipment and Materials":*

Overnight stockpiling of construction debris or excavated materials is not allowed. Contractor must obtain written approval from the Engineer prior to storage of construction materials and equipment on the street where improvements are planned. Adequate flashing barricades shall be provided.

### SECTION 4 - CONTROL OF MATERIALS

#### Subsection 4-3 Inspection

*Add the following to the provisions of Subsection 4.3, "Inspection":*

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of material to be used in the work, for testing or examination as desired by the Engineer. All tests of industry materials furnished by the contractor shall be made in accordance with commonly recognized industry standards or special methods and tests as prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

### SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

#### Subsection 5-1 Laws and Regulations

*Add the following to the provisions of Subsection 5-1, "Laws and Regulations":*

Eight hours constitutes a legal days' work. The contractor shall forfeit, as a penalty to the City of San Fernando, \$50.00 for each workman employed in the execution of the contract by the contractor is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees of contractors in excess of eight hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay as provided in said Section 1815.

The contractor shall comply with Labor Code Section 1775 in accordance with said Section 1775, the contractor shall forfeit as a penalty to the City of San Fernando, \$50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor

Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the contractor.

In accordance with the provisions of Section 1770 to 1777 inclusive, of the Labor Code of the State of California, the City Council of San Fernando has adopted the general prevailing rates of per diem wages applicable to the work to be done as have been determined by the Director of the Department of Industrial Relations for the State of California.

#### Subsection 5-3 Labor

*Add the following to the provisions of Subsection 5-3, "Labor":*

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any subcontractor under him.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or
3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
4. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any subcontractor under him shall apply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

#### Subsection 5-4.2 General Liability Insurance

*Add the following to the provisions of Subsection 5-4.2, "General Liability Insurance":*

The public liability insurance shall include protection from claims caused by automobiles, trucks, or other vehicles of the contractor or any subcontractor while in use both within and outside the contract premises. The property damage insurance shall cover damage or destruction of any and all property other than that which is owned, leased, or in the care, custody or control of the Contractor or any subcontractor, with the liability limit applying to any one (1) accident, disaster or claim. All coverage provided by Contractor shall be considered primary and shall be completely exhausted before City coverage, if any and to be considered secondary, is exercised.

By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project described in these specifications and shall provide that such insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

#### Subsection 5-7 Safety

*Add the following to the provisions of Subsection 5-7, "Safety":*

In the event that the Contractor fails to adequately provide for the public safety during the course of construction under this contract, and the City is required to provide for said public safety, the Contractor shall pay the City the cost of each service call, which will include all direct labor and material costs including fringe benefits, overhead, and applicable rental rates for the various pieces of equipment. Any and all costs incurred by the City as a result of the failure of the Contractor to provide for the public safety will be deducted from the amount due to the Contractor for the work done under this contract.

### SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

#### Subsection 6-1 Construction Schedule and Commencement of Work

*Add the following to the provisions of Subsection 6-1, "Construction Schedule and Commencement of Work":*

The Contractor shall begin work within three (3) days of the commencement date stated in the Notice to Proceed and shall diligently prosecute the same to completion before the time required to complete the work stated in the Contractor's Proposal expires.

Construction work is limited to normal working hours unless prior written approval is obtained from the Engineer. Normal working hours for construction are between 7 a.m. and 3 p.m.

The contractor shall submit a 2-week look ahead schedule, updated and provided to the Engineer for review on a weekly basis. Any updates or changes from previously provided schedules shall be approved by the Engineer. The 2-week look ahead schedule shall indicate the type of work performed each day and the location of work.

#### Subsection 6-6 Delays and Extensions of Time

*Add the following to the provisions of Subsection 6-6, "Delays and Extensions of Time":*

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of war, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather or delays of subcontractors due to such causes, provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the cause of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

Subsection 6-7 Time of Completion

*Add the following to the provisions of Subsection 6-7, "Time of Completion":*

Where a single shift is worked, eight (8) consecutive hours between 7 a.m. and 5 p.m. shall constitute a day's work at straight time for all workers. Forty (40) hours between Monday, 7 a.m., and Friday, 5 p.m. shall constitute a week's work at straight time. Holidays as herein referred to shall be deemed to be:

- |                           |                          |
|---------------------------|--------------------------|
| ▶ New Year's Day          | ▶ Labor Day              |
| ▶ Martin Luther King Day  | ▶ Veterans Day           |
| ▶ President's Day         | ▶ Thanksgiving Day       |
| ▶ Cesar Chavez's Birthday | ▶ Day after Thanksgiving |
| ▶ Memorial Day            | ▶ Christmas              |
| ▶ Independence Day        |                          |

Subsection 6-8 Completion and Acceptance

Add the following to the provisions of Subsection 6-8, "Completion and Acceptance":

Final inspection and recommendation of completion by the Engineer does not constitute acceptance of the project. The contractor remains responsible for the project until acceptance of the work by the City Council.

Subsection 6-9 Liquidated Damages

*Add the following to the provisions of Subsection 6-9, "Liquidated Damages":*

It is agreed by the parties to the contract that liquidated damages for work under this contract is the sum of One Thousand Dollars (\$1,000.00) per day for each and every day's delay beyond the time prescribed to complete the work. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, Contractor agrees that the City of San Fernando may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the

period of such extension, except that the cost of final surveys and preparation of final estimates shall not be included in such charges.

## SECTION 7 - MEASUREMENT AND PAYMENT

### Subsection 7-3 Payment

*Add the following to the provisions of Subsection 7-3, "Payment":*

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final project acceptance, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of San Fernando, City Council, and the Engineer from any and all claims of liability on account of work performed under the contract or any alteration thereof.

### Subsection 7-3.2 Partial and Final Payment

*Add the following to the provisions of Subsection 7-3.2, "Partial and Final Payment":*

The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, at the time of such estimate; and the value thereof. The City of San Fernando shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00).

The Contractor may be required to submit updated work schedules and current record drawings (as-built) with requests for progress payments.

### Subsection 7-3.5.2

*Add the following to the provisions of Subsection 7-3.5.2, "Increases of More than 25 Percent."*

This provision shall not be misunderstood as the Contractor can proceed to perform work or install materials/quantities above bid schedule quantities. The contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

### Subsection 7-4 Payment for Extra Work

#### Subsection 7-4.1

*Add the following to the provisions of Subsection 7-4.1, "General":*



The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account.

The contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

The Contractor shall notify the Engineer should field quantities exceed or are targeting to exceed bid schedule quantities. Payment for work or quantities that exceed bid schedule quantities will not be paid for, unless the Engineer was notified of the discrepancy in writing within 48 hours upon discovery by the Contractor and the Engineer approved of the additional work or quantities in writing.

#### Subsection 7-4.3 Markup

*Replace the provisions of Subsection 7-4.3.1, "Work by the Contractor" with:*

The following percentages shall be added to the contractor's costs and shall constitute the markup for all supervision and management (direct or indirect); home office and field overhead and all profits, which shall be deemed to include all items of expense not specifically designated as materials or tool and equipment rental as in sections 3-3.2.2, "Materials", and 3-3.2.2.3, "Tool and Equipment Rental".

Labor	20%
Materials	15%
Equipment Rental	15%
Other Items and Expenditures	15%

To the sum of the costs and markups provided for in this subsection, a maximum of one percent (1%) shall be added as compensation for bonding upon proof of actual payment to the suret(ies).

*Replace the provisions of Subsection 7-4.3.2, "Work by a Subcontractor" with:*

When all or any part of the extra work is performed by a subcontractor, the markup established in subsection 3-3.2.3 shall be applied to the subcontractor's actual cost of such work, to which a markup of 10 percent on the first \$2,000 of the subcontracted portion of the extra work and a markup of 5 percent on work in excess of \$2,000 of the subcontracted portion of the extra work may be added by the contractor.

#### SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

No field offices for AGENCY personnel shall be required; however, the AGENCY's personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor if so provided by the Contractor for his own personnel.

#### PART 4 – EXISTING IMPROVEMENTS

#### SECTION 400 – PROTECTION AND RESTORATION

*Add the following to the provisions of Subsection 400-1 General, "Protection and Restoration of Existing Improvements":*

Existing improvements damaged or removed without written authorization shall be replaced by the contractor at no cost to the City. The contractor shall leave the work area in the same or better condition as compared to before beginning contract work.

## SECTION 402 - UTILITIES

### Subsection 402-1 Location

*Add the following to the provisions of Subsection 402-1.1, "Location":*

Utilities for the purpose of these Special Provisions shall be considered as including but not limited to; pipelines; conduits; transmission lines; appurtenance of both public utilities and private industries, business, or individual; storm drains; sanitary sewers; and street lighting conduits.

The City has endeavored to locate and indicate on the drawings all underground utilities, facilities, and obstructions within the limit of the work under this contract or so nearly adjacent thereto as to interfere with the execution of the work. However, the accuracy and completeness of the utilities location indicated on the plans is not guaranteed. Sewer service lines, gas service connections, and street lights and traffic signal conduits may not be shown on the plans.

The contractor is responsible to determine the exact location of utilities and its service connections during construction. The contractor shall notify the City of the exact location of any utility or service connection which is not shown or incorrectly shown on the plans.

The contractor shall be expected to maintain liaison with the affected utility company representatives, and shall notify them prior to beginning of the job and each time the particular utility is or could possibly be affected at least 24 hours in advance:

1.	Frontier Communications	800-483-1000
2.	Southern California Edison Company	800-611-1911
3.	Southern California Gas Company	800-427-2200
4.	San Fernando Water Department	818-898-1293
5.	L.A. City Municipal Services	800-342-5397
6.	L.A. Metropolitan Water Dist.	626-844-5610
7.	Spectrum Cable	818-700-6500
8.	Plains All America Pipeline	800-708-5071

## PART 6 – TEMPORARY TRAFFIC CONTROL

### SECTION 600 - ACCESS

#### Subsection 600-1 General.

*Add the following to the provisions of Subsection 7-10.3, "Street Closures, Detours, Barricades":*

In the event that any street must be closed, request must be received by the Engineer for approval and the following parties shall be notified at least 48 hours in advance.

- |    |                         |              |
|----|-------------------------|--------------|
| a. | Public Works Department | 818-898-1293 |
| b. | Police Department       | 818-898-1267 |
| c. | Fire Department         | 818-989-8561 |
| d. | Mauran Ambulance        | 818-365-3182 |

The Contractor may choose to comply with the requirements of W.A.T.C.H. (Work Area Traffic Control Handbook) in providing devices and signage for pedestrian and vehicular traffic. The Contractor shall provide flagmen as necessary.

Overnight parking of construction equipment in the project site shall comply with the City parking restriction/regulations. Contractor shall provide adequate flashing barricades.

## **SPECIAL PROVISIONS**

### **PART 2**

#### **CONSTRUCTION MATERIALS**

*Unless otherwise indicated, add the following to the provisions of the corresponding section(s) or subsection(s).*

#### **SECTION 200 – ROCK MATERIALS**

##### **200-1 ROCK PRODUCTS**

###### **200-1.7 Aggregate for Slurry Seal Surfacing**

Emulsion Aggregate Slurry (EAS) Type II with 2.5% min. latex.

###### **200-1.8 Aggregate for Microsurfacing**

Microsurfacing Type III shall be used.

#### **SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS**

##### **201-1 PORTLAND CEMENT CONCRETE**

###### **201-1.1 Requirements**

201-1.1.1 General. The same brand type, source of cement, and aggregate shall be used for all portland cement concrete.

Fly ash shall not be used.

Portland Cement Concrete (PCC) shall be 560-C-3250.

#### **SECTION 203 - BITUMINOUS MATERIALS**

##### **203-6 ASPHALT CONCRETE**

203-6.5 Type III Asphalt Concrete Mixtures. Asphalt concrete material shall be Class and Grade IIIC3 PG 64-10 R15 (15 percent maximum RAP).

##### **203-12 ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM)**

203-12.3 Pre-Coated, Pre-Heated Screenings of 3/8" size.

## **SPECIAL PROVISIONS**

### **PART 3**

## **CONSTRUCTION METHODS**

*Unless otherwise indicated, add the following to the provisions of the corresponding section(s) or subsection(s).*

### **SECTION 300 - EARTHWORK**

#### **300-2 UNCLASSIFIED EXCAVATION**

300-2.1 General. [replace with the following:]

Unclassified excavation shall consist of all excavation, including roadways, bituminous pavement, concrete pavement, curb, walk, gutters, cross gutters, driveways, access ramps, unstable soil, wet soil, and unsuitable material.

300-2.1.1 Requirements. Subsection 300-2.1.1 is hereby added to Section 300 of the Standard Specifications as follows:

1. Bituminous Pavement. Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.

2. Concrete Curb and Gutter: Curb and gutter shall be sawed to a depth of 1½-inches on a neat line at right angles to the curb face.

300-2.7 Selected Material. The text of Subsection 300-2.7 of the Standard Specifications is hereby deleted and replaced with the following:

Selected materials encountered in the excavations within the project limits that meet the specifications for base material, trench bedding or backfill, topsoil, or other

specified materials shall be used as shown on the Plans, in the Specifications, or as directed by the Engineer. Topsoil excavated may be considered only for the purpose of backfilling areas to be planted.

#### 300-2.9 Payment.

The first sentence of Subsection 300-2.9 of the Standard Specifications is hereby deleted and replaced with the following:

Payment for unclassified excavation performed as part of the work for "remove and construct" bid items, including removal of extra AC thickness shall be paid for as part of the work for that item, and no additional compensation will be allowed.

#### 300-4 UNCLASSIFIED FILL

300-4.10 Payment. The text of Subsection 300-4.10 of the Standard Specifications is hereby deleted and replaced with the following:

Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in unclassified fill construction shall be considered as included in the price paid for "remove and construct" bid item and shall include full compensation for the cost of all grading, shaping, compacting or consolidating and extra fill, if required, or other work that is required under this subsection. No additional payment will be made for unclassified fill.

### SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

#### 301-1 SUBGRADE PREPARATION

##### 301-1.2 Preparation of Subgrade

Wet material, as determined by the Engineer, will be addressed per Section 300-2.2.2 Wet Material.

##### 301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade.

Subsections 301-1.6.1, 301-1.6.2, and 301-1.6.3 are hereby added to Section 301 of the Standard Specifications as follows:

301-1.6.1 Adjustment of Los Angeles County Flood Control District Manhole Frame and Cover Sets to Grade.

Adjustments to grade of Los Angeles County Flood Control District Manhole Frame and Cover sets do not require a District permit. However, the Contractor shall notify the Inspection Department at (818) 458-3129, 24 hours in advance of any work in the manhole.

301-1.6.2 Adjustment of Los Angeles County Sanitation District Manhole Frame and Cover Sets to Grade.

Los Angeles County Sanitation District manhole frames and covers shall be set to finish grade as follows:

1. Contractor shall notify the District's Superintendent of Maintenance, (310) 638-1161 or (310) 774-7272, 48 hours prior to commencement of any work in the area of the manhole.
2. If grade over manhole is to be lowered:
  - a. Contractor shall furnish and deliver a temporary steel cover plate of thickness and size approved by the District for said manhole.
  - b. Contractor shall excavate around the manholes to a depth and distance outside of the manhole as required by the District for said manhole.
  - c. District shall remove the existing manhole frame and cover, and any interfering portion of the manhole shaft, and shall place the steel cover plate over the manhole.
  - d. Contractor shall store and protect frame and cover for later installation by the District and shall fill and/or pave over the steel plate to final grade.
  - e. Contractor shall remove paving and/or fill as necessary to permit the District to raise manhole to final grade. (Removal of paving and/or fill shall be to a minimum of 2 inches outside of the manhole if the steel plate is less than 6 inches below final grade and 12 inches outside of the manhole if the steel plate is more than 6 inches below final grade.)
  - f. District personnel shall raise manhole and set frame and cover to grade.
  - g. Contractor shall place and compact the backfill and pavement as necessary to complete the work.
3. If grade over manhole is to be raised:
  - a. Contractor shall fill and/or pave directly over frame and cover to final grade.
  - b. Steps (e) through (g) of 2 above shall be followed, except that if grade is to be raised more than 2 feet, the Contractor

- c. shall excavate around the manhole shaft under step (2) to a depth and diameter as necessary, for the District to remove and reconstruct manhole shaft with required taper and as specified by the District.

#### 301-1.6.3 Adjustment of Water Valve Box Frame and Cover.

Water valve box frame and cover within the area to be paved or graded shall be set to finish grade by the Contractor as required by the Plans and Specifications. In the case of portland cement concrete, water valve box frame and cover shall be set to finish grade by the Contractor before paving.

301-1.7 Payment. The second and third paragraphs of Subsection 301-1.7 of the Standard Specifications is hereby deleted and replaced with the following:

Full compensation for adjusting manhole to grade will be made in the price paid for adjusting manhole to grade, and no additional payment will be made therefore.

Adjustment of water valve and gas valve slip can type frame and covers to grade shall be the responsibility of the Contractor. Utility companies will be responsible for checking and ensuring that such frame and covers do slip properly, such that the Contractor can slip them to grade at time of paving. The exact number of such frames and covers may vary from the number shown on the plan, but it is the responsibility of the Contractor to survey the project. Contractor shall notify the Engineer at the earliest possible time after discovery if a frame and cover does not slip, but in no case less than 10 days prior to paving.

Payment for slipping water or gas valve covers to grade shall be included in the other item of work and no additional payment will be made thereof.

### SECTION 302 - ROADWAY SURFACING

#### 302-3 MICROSURFACING

##### 302-3.11 Mixing, Spreading, and Application.

Microsurfacing shall be spread at a rate of 25-30 pounds per square yard.

#### 302-4 SLURRY SEAL SURFACING

302-4.3 Emulsion-Aggregate Slurry (EAS). [Add the following to Section 302-4.3:]

EAS shall be applied within 2 to 10 days after ARAM is constructed.

Immediately prior to slurry sealing, the pavement surface shall be vacuum swept to remove any loose ARAM screenings, debris, or particles.



302-10 ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM) [Add the following to Section 302-10:]

Surface preparation when ARAM is installed on existing AC or milled existing AC surfaces shall be per Section 302-3.9.

Flush Coat shall not be applied.

Any pavement damage (potholes) caused by removing raised pavement markers shall be filled.

Immediately prior to ARAM operation, the Contractor shall sweep the entire surface with vacuum assisted power brooms. Pavement surface shall be cleaned of oil, debris, grease spots, and weeds.

In the 3-step process, ARAM should be constructed at least 5 days after microsurfacing application.

SECTION 405 – MICRO-MILLING

405-3 Milling Operations [Add the following to beginning of section 405-3:]

Micro-Milling of the existing AC pavement in preparation for surface treatment will be 5-foot wide on average, or as directed by the City Representative and shall be at a straight grade.

For the 2-step process, the depth to micro-mill shall be 1/2" deep at the edge of pavement tapered to 0" (flush) at 5 feet offset from edge of pavement.

For the 3-step process, the depth to micro-mill shall be 1" deep at the edge of pavement tapered to 0" (flush) at 5 feet offset from edge of pavement.

During Micro-Milling operations, the Contractor shall be responsible for removal of all previous slurry seal or other materials on the existing gutter or edge of pavement adjacent to the micro-milled surface prior to slurry sealing. Method of slurry removal shall be approved by the City.

405-7 Payment [Add the following to section 405-7:]

Payment for Micro-Milling shall be considered included in the contract unit price bid per square foot of 5' Asphalt Concrete Pavement Micro Mill of various depths, and shall include full compensation for all labor, materials, tools, and equipment for doing all work involved in Micro-Milling, including but not limited to, removal and disposal/recycle of excess material at a suitable site, and no additional compensation will be allowed.

## **SPECIAL PROVISIONS**

### **PART 4**

#### **SIGNING, STRIPING, AND PAVEMENT MARKERS**

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2010 Caltrans Standard Plans, and Standard Specifications, Section 56, "Signs," Section 84, "Traffic Stripes and Pavement Markings," and Section 85, "Pavement Markers," unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

#### SECTION 56 - SIGNS

##### **56-4 ROADSIDE SIGNS**

56-4.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. 1/4-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be a 2-inch square, galvanized steel "Quick Punch" post. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. 1/4-inch expansion paper shall be placed between the sign foundation and sidewalk.

Marker and delineators shall conform to the provision in Section 82, "Markers and Delineators."

56-4.04 Payment. Payment for signing shall be included in the bid price for signing and striping, and no additional compensation will be allowed therefor.

#### SECTION 84 - TRAFFIC STRIPES AND PAVEMENT MARKINGS

## 84-1 GENERAL

84-1.02 Materials. Traffic stripes, pavement markings, crosswalks, and arrows shall be thermoplastic unless otherwise shown on the Plans. Curb markings shall be paint, 2 coats. Contractor shall repaint all curb markings within the project limits.

84-1.03A Tolerances and Appearance. The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than 1/2-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by wet sandblasting per Section 15-2.02C, "Remove Traffic Stripes and Pavement Markings," and Section 15-2.02D, "Remove Pavement Markers," of the State Standard Specifications.

## 84-2 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials. Traffic striping shall be thermoplastic including crosswalks, arrows and other pavement legends.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 85, "Pavement Markers." Epoxy shall be the Rapid Set type.

84-2.04 Payment. Payment for striping details, pavement markings, and curb marking shall be included in the price bid for signing and striping, and no additional compensation will be allowed.

#### 84-3 PAINTED TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-3.02 Materials. Paint for curb markings shall be ready-mixed rapid dry type.

84-3.03 Construction. Paint shall be applied in two coats.

The second coat of paint shall be applied no less than 24 hours from application of the first coat.

84-3.07 Payment. Payment for striping details, pavement markings, and curb marking and repainting existing painted curb shall be included in the price bid for signing and striping, and no additional compensation will be allowed.

### SECTION 85 – PAVEMENT MARKERS

85-1.03C Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 15-2.02D, "Remove Pavement Markers."

85-1.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

## **TECHNICAL SPECIFICATIONS**

### **1.1 GENERAL REQUIREMENTS**

All Conditions of the Contract apply to work of this Section.

In case of a conflicting statement between this section and other sections in the specifications or SSPWC, the terms in this Technical Specification shall prevail.

### **1.2 SCOPE OF WORK**

1.2.1 This work includes furnishing labor, materials, tools, equipment, transportation and services required for complete and satisfactory construction of:

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

in accordance with the improvement Plans and Specifications prepared therefore by the City of San Fernando.

#### **A. GENERAL NATURE OF WORK**

The work to be performed includes, but is not limited to furnishing all materials, equipment, tools, notifications, labor, and incidentals as required by the plans, specifications, and contract documents for the improvements at various locations throughout the City of San Fernando. The work includes but not limited to: Saw-cutting; excavation, removal, and disposal of the AC pavement; replacement and compaction of subsurface material; replacement of concrete curb and gutter; setup and maintenance of traffic control system; placement of AC pavement material; micro milling; microsurfacing; placement of ARAM and slurry seal materials; replacement of traffic striping and pavement markings; and clean-up of the project area.

#### **B. PRE-CONSTRUCTION MEETING AND MISCELLANEOUS REQUIREMENTS**

Prior to commencing work, there will be a pre-construction meeting to be attended by the Engineer, Inspector, Street Superintendent, and Contractor, and at which time the Contractor shall be informed of specific construction and administrative procedures. The Contractor shall submit a detailed construction schedule, traffic control plan, and materials specifications proposed for use on the project during this meeting.

The Contractor shall secure approval of the traffic control plan prior to beginning any work.

#### **C. SWPPP BEST MANAGEMENT PRACTICES (BMPs)**

##### **General**

The City of San Fernando is a co-permittee with 85 other cities in Los Angeles County under the National Pollutant Discharge Elimination System (NPDES) General Permit Number CA0061654 (CI 6948) issued by the Los Angeles Regional Water Quality Control Board. This section of the

specifications contains recommended practices, called Storm Water Pollution Prevention (SWPP) BMP. All contractors for the City of San Fernando must follow these practices.

### **Best Management Practices**

Measures to retain all sediments, construction-related wastes, spills, and residues on the construction site and keep them from entering any storm drains that lead, untreated, to the ocean must be employed. These measures are required to comply with federally mandated NPDES policy. As a minimum requirement under the permit, a list of BMPs must be utilized which include sediment control, site management and material and waste management. BMPs, however, will differ from one project to the next. It is our best opinion that the BMPs in **bold** highlight in the following table will apply to this project. These BMPs are included in the following pages.

### **Detailed Best Management Practices**

1. Dewatering Operations.....	4-3
2. Paving Operations.....	4-5
3. Material Delivery and Storage .....	4-9
4. Hazardous Waste Management .....	4-17
5. Contaminated Soil Management .....	4-19
6. Concrete Waste Management.....	4-21
7. Seeding and Planting.....	5-10
8. Mulching .....	5-16
9. Geotextiles and Mats .....	5-19
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**(1) All of the Best Management Practices are taken from the California Storm Water Best Management Practice Handbooks.**

## **1.3 SPECIFICATIONS AND APPENDICES**

- 1.3.1 Improvement plans, which form a part of the Contract Documents, are included separately from these specifications.
- 1.3.2 Specifications which form a part of the Contract Documents consist of sections listed in the Table of Contents of these specifications.
- 1.3.3 Qualification of Standard Specifications: Wherever references are made in the Specifications to Standard Specifications or methods, reference shall be made to the Standard Specifications for Public Works Construction, 2021 Edition, as amended.

## **1.4 COORDINATION**

The Contractors shall coordinate the work of the various trades and crafts to avoid possible interferences, duplication of work, or unfinished gaps and conflicts between operations.

The various trades and crafts shall agree that, due to field conditions, minor departures from the improvement plans are bound to occur, and that such departures are self compensating so far as cost of additions or deductions are concerned. No claims for extras or time extensions will be allowed in connection with such minor changes due solely to field conditions.

## **1.5 CONSTRUCTION FORCE**

It shall be construed that each subcontract is an integral part of the General Contract and the Contractor shall provide and maintain, in full operation, at all times during the performance of the contract, a sufficient crew of laborers, mechanics, and foremen to execute the work with dispatch. All construction related efforts and operations shall be continuous and sustained.

## **1.6 BID ITEM DESCRIPTIONS**

### **STREET IMPROVEMENTS**

#### **BID ITEM 1 AND OPTIONAL BID ITEM 17 – PROVIDE TRAFFIC CONTROL**

Traffic control shall conform to provisions set forth by the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Manual. Traffic control plan shall be signed and stamped by a Registered Traffic Engineer and shall be provided to the City at least ten (10) days before work commences.

Payment for BID ITEM 1 AND OPTIONAL BID ITEM 17 – PROVIDE TRAFFIC CONTROL shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

#### **BID ITEMS 2 & 3 AND OPTIONAL BID ITEM 18 – MICRO-MILLING**

Perform Micro-Milling of the existing AC pavement in preparation for surface treatment 5-foot wide, or as directed by the City Representative and shall be at a straight grade.

For the 2-step process, the depth to micro-mill shall be 1/2" deep at the edge of pavement tapered to 0" (flush) at 5 feet offset from edge of pavement.

For the 3-step process, the depth to micro-mill shall be 1" deep at the edge of pavement tapered to 0" (flush) at 5 feet offset from edge of pavement.

Payment for BID ITEMS 2 & 3 AND OPTIONAL BID ITEM 18 – Payment for Micro-Milling shall be considered included in the contract unit price bid per square foot of 5' Asphalt Concrete Pavement Micro Mill of various depths, and shall include full compensation for all labor, materials, notifications, tools, and equipment for doing all work involved in Micro-Milling, including but not limited to, removal and disposal/recycle of excess material at a suitable site, and no additional compensation will be allowed.

**BID ITEM 4 – REMOVE AND CONSTRUCT PCC CURB AND GUTTER.**

Removal of existing curb and gutter and replacing with PCC curb and gutter, shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 120-3, Type A2-8, and the Plans. Concrete shall be Class 560-C-3250.

The replacement concrete shall be graded to drain. If additional length of concrete replacement is necessary to achieve sufficient fall, the Contractor shall immediately notify the Engineer.

Payment for BID ITEM 4 – REMOVE EXISTING AND REPLACE CURB AND GUTTER shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, notifications, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including additional one (1) foot wide AC pavement cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot.

**BID ITEM 5 AND OPTIONAL BID ITEM 19 – MICROSURFACING.**

The work under this item consists of the application of Type III Microsurfacing.

Payment for BID ITEM 5 AND OPTIONAL BID ITEM 19 – MICROSURFACING shall be at the contract bid item per ton (TN) and shall include full compensation for all labor, surface preparation, notifications, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM 6 AND OPTIONAL BID ITEM 20 – ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM).**

The work under this item consists of the application of asphalt rubber binder and 3/8" screenings.

Payment for BID ITEM 6 AND OPTIONAL BID ITEM 20 – ARAM shall be at the contract bid item per square foot (SF) and shall include full compensation for all labor, surface preparation, notifications, materials (including asphalt rubber binder and screenings), tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM 7 AND OPTIONAL BID ITEM 21 – SLURRY SEAL.**

The work under this item consists of the application of Emulsion-Aggregate Slurry (EAS) Type II with 2.5% minimum latex.

Payment for BID ITEM 7 AND OPTIONAL BID ITEM 21 – SLURRY SEAL shall be at the contract bid item per ton (TN) and shall include full compensation for all labor, surface preparation, notifications, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEMS 8 & 9 – DIG-OUTS REMOVAL AND AC CONSTRUCTION**

The work under these items consists of performing 6" dig-outs removal and construction of IIIC3 PG 64-10 AC (with maximum RAP content of 15%).

Payment for BID ITEMS 8 & 9 – DIG-OUTS removal shall be at the contract bid item per square



foot (SF), and AC construction shall be at the contract bid item per ton (TN). Cost shall include full compensation for all labor, surface preparation, materials, notifications, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM 10 AND OPTIONAL BID ITEM 22 – FURNISH AND INSTALL TRAFFIC STRIPING, SIGNAGE, PAVEMENT MARKING, AND PAINT HOUSE NUMBERS.**

The work under this item consists of painting temporary traffic stripe and marking or placing temporary overlay marker (TOM); repainting traffic striping, pavement marking and legend; and replacing raised pavement marker per State of California Department of Transportation Standard Plans and Standard Specifications.

Traffic striping and pavement markers shall be re-installed per existing layout and color scheme. Fire hydrant reflectors shall be installed throughout the entire project site, including where missing and/or removed during construction.

The Contractor shall be responsible for identifying pre-existing striping, pavement markers, and paint colors and provide such information to the Engineer prior to the start of the pavement repair work.

All work shall be performed in accordance with Sections 84 and 85 of the Caltrans Standard Specifications and Standard Plans, except as modified and supplemented below:

Paint for traffic striping, pavement marking, and legend shall be "Thermoplastic" per Section 84-2 of Caltrans Standard Specifications.

The same day of construction, after any resurfacing operation and before opening the travel way to the public, the Contractor shall either paint temporary traffic striping and marking or apply reflective TOM. If the Contractor elects to use TOM, the Contractor shall paint and complete traffic striping, marking, and legend within five (5) calendar days after completion of resurfacing operations on that street. No street shall be without the proper striping over a weekend.

If TOM is used, it shall be applied every 24 feet for lane line. Four (4) inch wide Type Y amber TOM's shall be applied to delineate centerlines and painted medians. Four (4) inch wide white TOM shall be applied to delineate lanes and stop bars. TOM shall not be applied through an intersection.

The provisions of Caltrans' Standard Specifications Section 84-1.02 "Control of Alignment and Layout" shall apply except as modified and supplemented below:

The Contractor shall perform all layout, alignment and spotting, which will consist of striping or control points spaced at 200 feet on tangents and 50-foot curves. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. Traffic striping shall not vary more than 2 inch in 50 feet from the alignment shown in the Plans.

The provisions of Caltrans Standard Specifications Section 84-1.03 "Tolerances and Appearance" shall apply except as modified and supplemented below:

Drips, overspray, improper markings and paint material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer.

The provisions of Caltrans Standard Specifications Section 84-1.04 "Protection from Damage" shall apply except as modified and supplemented below:

The Contractor shall protect his work until the paint is thoroughly dried. Painted traffic striping and pavement marking done under this Contract which are damaged or darkened as a result of wheel markings by public traffic and/or construction equipment, shall be repainted as specified by the Engineer at the sole expense of the Contractor and no additional compensation will be allowed therefor.

Where Fire Hydrants exist, the provisions of Caltrans Standard Specifications Section 85-1.02 "Type of Markers" shall apply except as modified and supplemented below:

Pavement marker shall conform to Type DB - Two-Way Blue Reflective Markers - and shall be installed whether or not shown on the Plans and as shown on Caltrans Standard Plan, Drawing A20A, Detail 9.

Contractor shall repaint all house numbers within the project. House Numbers shall match existing height and font. Numbers shall be in black paint with a white background. Contractor shall submit sample template before commencing work.

Payment for BID ITEM 10 AND OPTIONAL BID ITEM 22 – FURNISH AND INSTALL TRAFFIC STRIPING, SIGNAGE, PAVEMENT MARKING, AND PAINT HOUSE NUMBERS shall be at the contract bid item per lump sum (LS) and shall include full compensation for all labor, materials, tools, notifications, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEMS 11, 12, 13, AND OPTIONAL BID ITEMS 23, 24, and 25 – ADJUST WATER VALVE BOX AND COVER, GAS VALVE BOX FRAME AND COVER, AND MANHOLE FRAME AND COVER TO GRADE**

Adjust water valve box and cover, and manhole frame and cover to grade, after the 2-step and 3-step construction.

Payment for BID ITEMS 11, 12, 13, AND OPTIONAL BID ITEMS 23, 24, and 25 – ADJUST WATER VALVE BOX AND COVER, AND MANHOLE FRAME AND COVER TO GRADE shall be at the contract bid item per unit price (EA) and shall include full compensation for all labor, materials, notifications, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEMS 14 & 15 – 2-STEP AND 3-STEP PROCESS TEST STRIPS (PER ALL PROJECT REQUIREMENTS)**

Three weeks prior to starting the first phase of the 2-step or 3-step process, two test strips shall be constructed (one for each process). For the 2-step process, the test strip shall be on Fermore Street from Glenoaks Boulevard to 7<sup>th</sup> Street.

Payment for BID ITEMS 14 & 15 – 2-STEP AND 3-STEP PROCESS TEST STRIPS (PER ALL PROJECT REQUIREMENTS) shall be at the contract bid item per lump sum (LS) and shall include full compensation for all labor, materials, tools, notifications, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

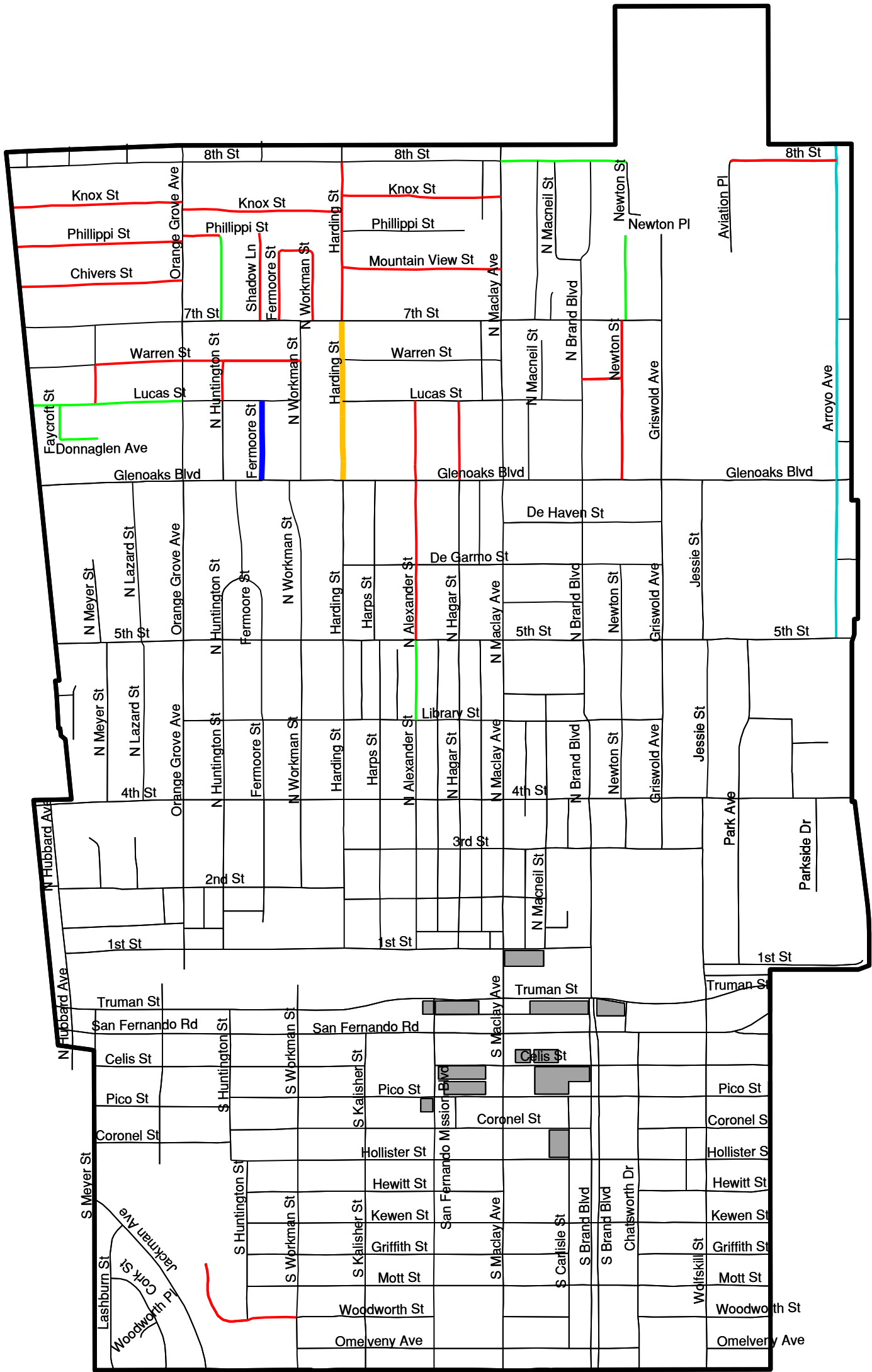
**BID ITEMS 16 AND OPTIONAL BID ITEM 26 – RESIDENT NOTIFICATIONS**

Resident notifications in the form of door hangers or garage door stickers shall be posted 7 days prior to start of the improvements: The door hangers shall provide a summary of the work being performed (including separate notices for concrete repairs, AC patching, 2- & 3-step treatment), dates of work, location of alternate parking spaces, and any other pertinent information or special instructions the residents should be aware of. Sticker language shall be approved by the City prior to posting. All costs, including but not limited to printing, distribution, and redistribution if required of the notifications shall be included.

The Contractor shall follow the schedule as indicated on notifications or reissue notices when work is rescheduled, or weather demands at no additional cost to the City. Changes to the schedule without proper notification to the residents will require the Contractor to issue new notifications at no additional cost to the City. Inadequate notifications may result in delays or rescheduling of work. Any additional costs (delays or towing vehicles, etc.) incurred as a result of inadequate notifications will be paid for by the Contractor.

# LEGEND

- 2-STEP STREETS
- 2-STEP TEST STRIP
- 3-STEP STREETS
- 3-STEP TEST STRIP
- ADDITIONAL BID ITEM: ARROYO AVE



## 2022 Phase 2 Project Map



Date: November 23, 2022  
Project No.: 21-280-00

Plate  
1

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**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	To
ALEXANDER STREET	S/S FIFTH ST	N/S LIBRARY ST
DONNAGLEN AVENUE	E/S FAYECROFT AVE	END
EIGHTH STREET	E/S NEWTON PL	E/S MACLAY AVE
FAYECROFT STREET	S/S LUCAS ST	N/S DONNAGLEN
FERMOORE STREET	S/S LUCAS ST	N/S GLENOAKS BL
HUNTINGTON STREET	N/S SEVENTH ST	N/S PHILLIPPI ST
LUCAS STREET	W/S ORANGE GROVE AVE	E/S HUBBARD ST
NEWTON STREET	N/S SEVENTH ST	END

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

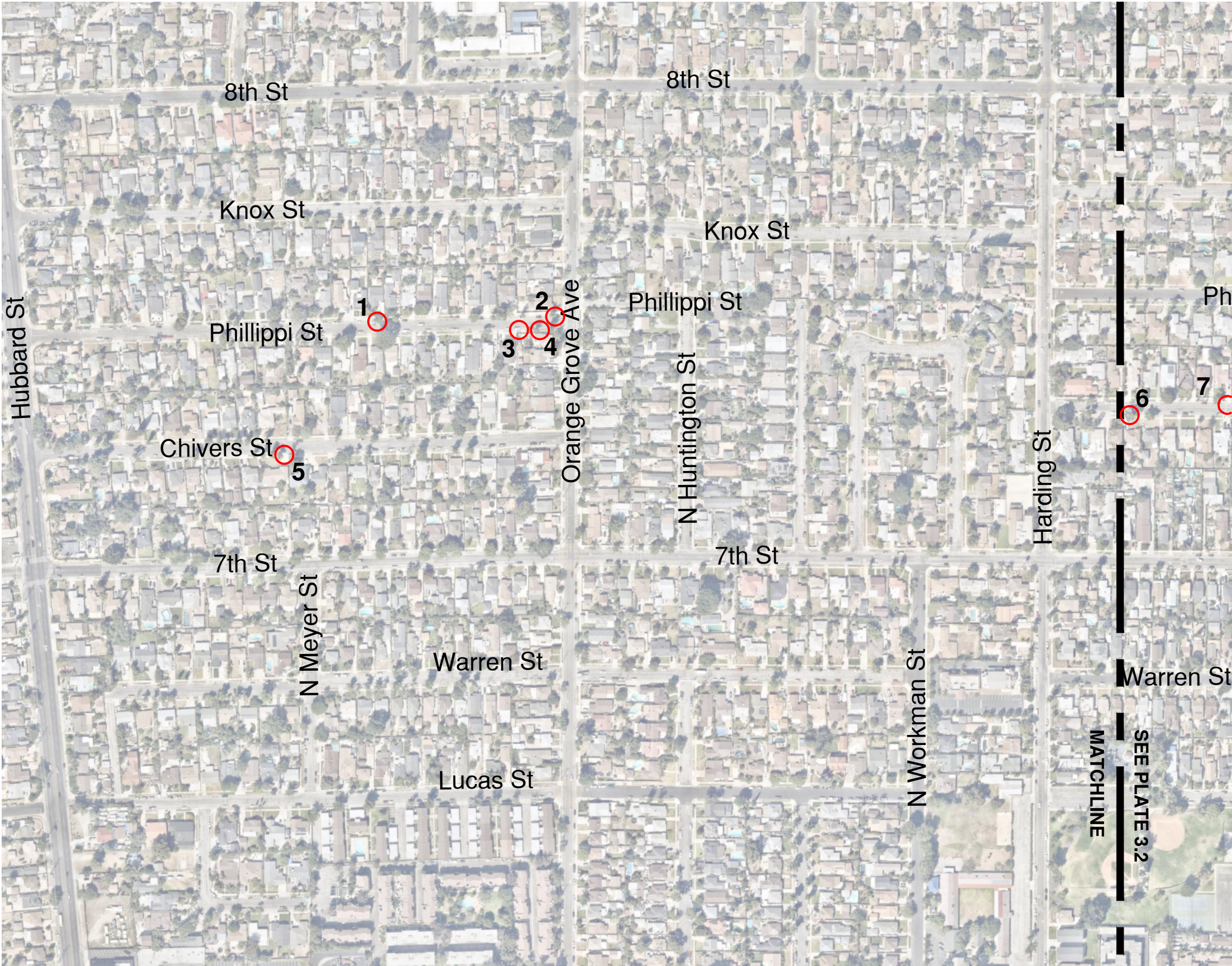
GMU Project No 21-280-00



Street Name	From	To
ALEXANDER STREET	S/S LUCAS ST	N/S GLENOAKS BL
ALEXANDER STREET	S/S GLENOAKS BL	N/S FIFTH ST
CHIVERS STREET	E/S HUBBARD ST	W/S ORANGE GROVE ST
EIGHTH STREET	W/S ARROYO AVE	W/S AVIATION PL
FERMOORE DRIVE	W/S WORKMAN ST	W/S FERMOORE ST
FERMOORE STREET	S/S FERMOORE DR	N/S SEVENTH ST
HAGAR STREET	N/S GLENOAKS BL	S/S LUCAS ST
HARDING STREET	S/S SEVENTH ST	N/S GLENOAKS ST
HARDING STREET	N/S EIGHTH ST	N/S SEVENTH ST
HUNTINGTON STREET	S/S WARREN ST	N/S LUCAS ST
KNOX STREET	E/S ORANGE GROVE AVE	W/S HARDING ST
KNOX STREET	E/S HUBBARD ST	W/S ORANGE GROVE ST
KNOX STREET	E/S HARDING AVE	W/S MACLAY AVE
LUCAS STREET	W/S NEWTON ST	E/S BRAND BL
MOUNTAIN VIEW STREET	W/S MACLAY AVE	E/S HARDING AVE
NEWTON STREET	S/S SEVENTH ST	N/S GLENOAKS BL
PHILLIPPI STREET	E/S HUBBARD ST	W/S ORANGE GROVE ST
PHILLIPPI STREET	E/S ORANGE GROVE AVE	W/S HUNTINGTON ST
SHADOW LANE	N/S SEVENTH ST	END
WARREN STREET	W/S ORANGE GROVE AVE	E/S MEYER ST
WARREN STREET	W/S WORKMAN ST	E/S HUNTINGTON ST
WARREN STREET	E/S HUNTINGTON ST	E/S ORANGE GROVE AVE
WOODWORTH STREET	E/S HUNTINGTON ST	W/S WORKMAN ST
WOODWORTH STREET	CDS	W/S HUNTINGTON ST
WORKMAN STREET	N/S SEVENTH ST	N/S FERMOORE DR



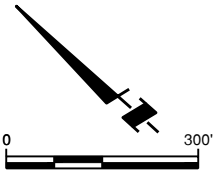
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Concrete Repair List	
Location	Curb & Gutter (LF)
1	43
2	48
3	48
4	42
5	20

LEGEND

○ APPROXIMATE LOCATION OF CURB AND GUTTER

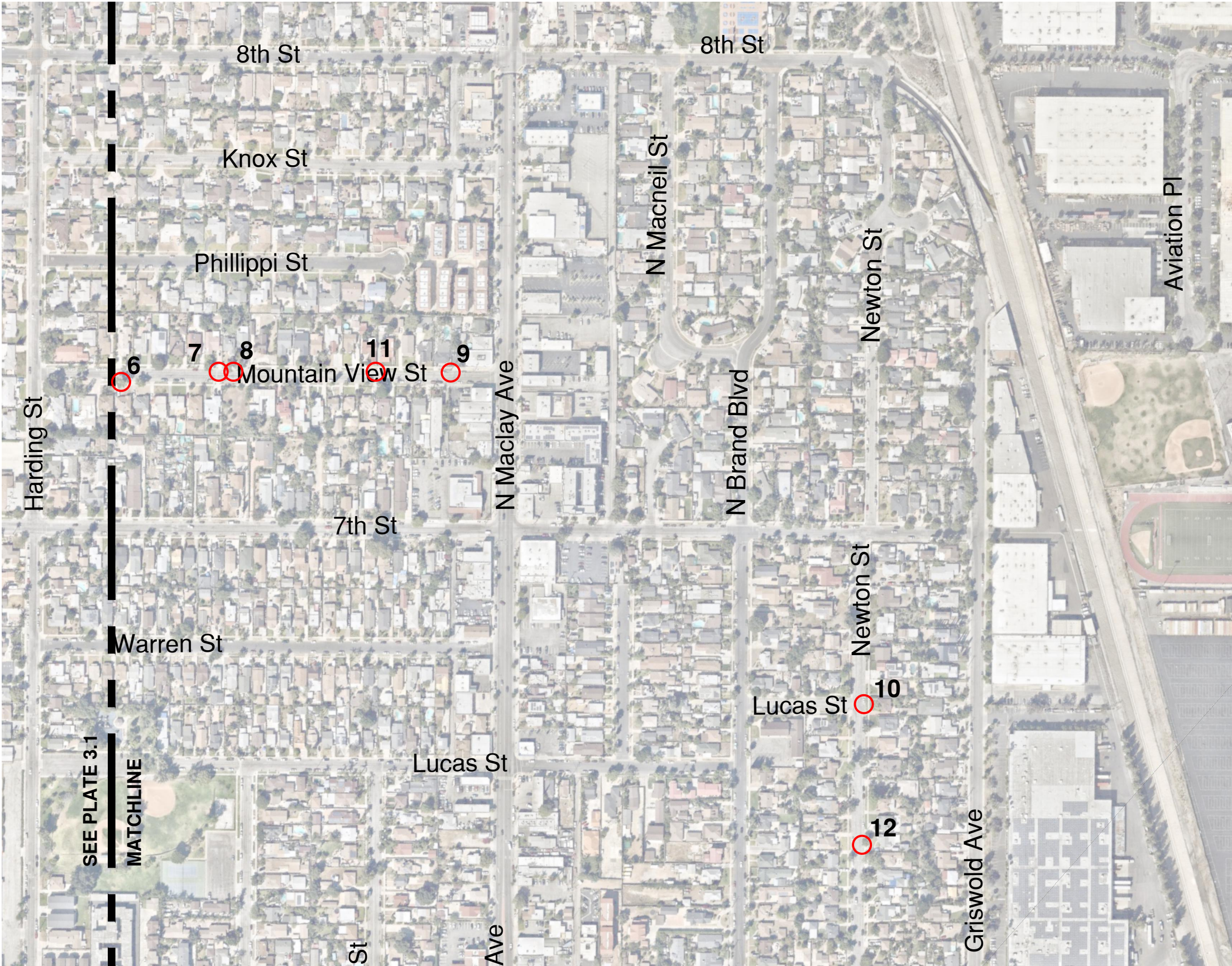


Concrete Repair Location Map

	Date: November 23, 2022	Plate 3.1
	Project No.: 21-280-00	



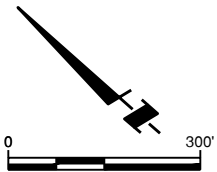
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Concrete Repair List	
Location	Curb & Gutter (LF)
6	86
7	75
8	56
9	30
10	50
11	5
12	40

LEGEND

 APPROXIMATE LOCATION OF CURB AND GUTTER



Concrete Repair Location Map

	Date: November 23, 2022	Plate 3.2
	Project No.: 21-280-00	



**Plate 4.1 - FY 2022-2023 Phase 2 - Annual Street Resurfacing**  
**Project 2-Step Process Streets Dig-out Areas**  
 GMU Project No 21-280-00



Street Name	From	To	Dig-out Area (SF)
ALEXANDER STREET	S/S FIFTH ST	N/S LIBRARY ST	
DONNAGLEN AVENUE	E/S FAYECROFT AVE	END	
EIGHTH STREET	E/S NEWTON PL	E/S MACLAY AVE	
FAYECROFT STREET	S/S LUCAS ST	N/S DONNAGLEN	
FERMOORE STREET	S/S LUCAS ST	N/S GLENOAKS BL	416
HUNTINGTON STREET	N/S SEVENTH ST	N/S PHILLIPPI ST	120
LUCAS STREET	W/S ORANGE GROVE AVE	E/S HUBBARD ST	140
NEWTON STREET	N/S SEVENTH ST	END	

**Plate 4.2 - FY 2022-2023 Phase 2 - Annual Street Resurfacing**  
**Project 3-Step Process Streets Dig-out Areas**  
 GMU Project No 21-280-00



Street Name	From	To	Dig-out Area (SF)
ALEXANDER STREET	S/S LUCAS ST	N/S GLENOAKS BL	80
ALEXANDER STREET	S/S GLENOAKS BL	N/S FIFTH ST	
CHIVERS STREET	E/S HUBBARD ST	W/S ORANGE GROVE ST	580
EIGHTH STREET	W/S ARROYO AVE	W/S AVIATION PL	
FERMOORE DRIVE	W/S WORKMAN ST	W/S FERMOORE ST	400
FERMOORE STREET	S/S FERMOORE DR	N/S SEVENTH ST	280
HAGAR STREET	N/S GLENOAKS BL	S/S LUCAS ST	
HARDING STREET	S/S SEVENTH ST	N/S GLENOAKS ST	90
HARDING STREET	N/S EIGHTH ST	N/S SEVENTH ST	20
HUNTINGTON STREET	S/S WARREN ST	N/S LUCAS ST	
KNOX STREET	E/S ORANGE GROVE AVE	W/S HARDING ST	750
KNOX STREET	E/S HUBBARD ST	W/S ORANGE GROVE ST	1164
KNOX STREET	E/S HARDING AVE	W/S MACLAY AVE	
LUCAS STREET	W/S NEWTON ST	E/S BRAND BL	
MOUNTAIN VIEW STREET	W/S MACLAY AVE	E/S HARDING AVE	1348
NEWTON STREET	S/S SEVENTH ST	N/S GLENOAKS BL	447
PHILLIPPI STREET	E/S HUBBARD ST	W/S ORANGE GROVE ST	400
PHILLIPPI STREET	E/S ORANGE GROVE AVE	W/S HUNTINGTON ST	200
SHADOW LANE	N/S SEVENTH ST	END	
WARREN STREET	W/S ORANGE GROVE AVE	E/S MEYER ST	200
WARREN STREET	W/S WORKMAN ST	E/S HUNTINGTON ST	262
WARREN STREET	E/S HUNTINGTON ST	E/S ORANGE GROVE AVE	
WOODWORTH STREET	E/S HUNTINGTON ST	W/S WORKMAN ST	20
WOODWORTH STREET	CDS	W/S HUNTINGTON ST	
WORKMAN STREET	N/S SEVENTH ST	N/S FERMOORE DR	884

## ATTACHMENT "B"

**Two-Step Streets to be Addressed in July 2023**

<b>Street Name</b>	<b>From:</b>	<b>To:</b>
GRISWOLD AVENUE	N/S GLENOAKS BL	END
WARREN STREET	E/S HUNTINGTON ST	E/S ORANGE GROVE AVE
ALLEY WO MACLAY	S/S KNOX ST	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
ORANGE GROVE AVENUE	S/S GLENOAKS BL	N/S FIFTH ST

**Three-Step Streets to be Addressed in July 2023**

<b>Street Name</b>	<b>From:</b>	<b>To:</b>
DE GARMO STREET	E/S ARROYO AVE	CITY LIMITS EAST
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
WORKMAN STREET	N/S FIFTH ST	S/S GLENOAKS BL
SEVENTH STREET	E/S HARDING AVE	E/S ORANGE GROVE AVE
ALLEY EO MACLAY	S/S LUCUS ST	N/S GLENOAKS
DE GARMO STREET	W/S GRISWOLD AVE	E/S BRAND BL
DE HAVEN STREET	W/S GRISWOLD AVE	E/S BRAND BL
ORANGE GROVE AVENUE	S/S EIGHTH ST	N/S SEVENTH ST
SEVENTH STREET	W/S MACLAY AVE	E/S HARDING AVE
SEVENTH STREET	E/S ORANGE GROVE AVE	E/S HUBBARD ST
JESSIE STREET	S/S GLENOAKS BL	N/S FIFTH ST
ORANGE GROVE AVENUE	S/S FIRST ST	END

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## AGENDA REPORT

**To:** Mayor Mary Mendoza and Councilmembers

**From:** Nick Kimball, City Manager  
By: Carlos Hernandez, Assistant to the City Manager

**Date:** December 5, 2022

**Subject:** Consideration to Adopt a Resolution to Accept Specified Grant Funds for \$5,000,000 from the 2022-2023 California State Budget to the City of San Fernando for a One-time Grant to the Boys & Girls Club of San Fernando Valley

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8199 (Attachment "A") accepting specified grant funds in the amount of \$5,000,000 from the California Department of Parks and Recreation (CADPR);
- b. Authorize the City to act as Lead Public Agency in a fiduciary capacity to provide the funding to the Boys & Girls Club of San Fernando Valley for the purpose of conducting building maintenance, closing the digital divide, modernizing afterschool activities, increasing staff capacity, and providing afterschool meals to children; and
- c. Authorize the City Manager to execute all related documents.

### BACKGROUND:

1. On August 24, 2022, the Boys & Girls Club of San Fernando Valley (BGCSFV) and Assemblymember Luz Rivas (District 39) submitted a \$5,000,000 budget request to the State Assembly for funding building improvements and programming to the BGCSFV.
2. On August 31, 2022, the BGCSFV received notification that the budget request had been approved and the City of San Fernando agreed to act as a Lead Public Agency in a fiduciary capacity to accept, manage, and oversee the grant requirements working with the BGCSFV.
3. On November 18, 2022, the City attended a grant funding workshop and received instructions from the California Department of Parks and Recreation to approve the attached Resolution to formally accept the grant award on behalf of the BGCSFV.

**Consideration to Adopt a Resolution to Accept Specified Grant Funds for \$5,000,000 from the 2022-2023 California State Budget to the City of San Fernando for a One-time Grant to the Boys & Girls Club of San Fernando Valley**

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**ANALYSIS:**

The Boys & Girls Club of San Fernando Valley (BGCSFV) is a youth and family-oriented nonprofit organization dedicated to promoting the educational, vocational, social, and character developments of boys and girls between the ages of 6 and 17. For 50 years, the BGCSFV has been at the forefront of youth development in the community of Pacoima, working with young people from disadvantaged economic, social, and family circumstances. The BGCSFV has actively sought to enrich the lives of girls and boys whom other youth agencies failed to reach. To date, the Club is the oldest nonprofit full service youth agency in Pacoima, operating out of a 30,000-square-foot complex.

The grant funding from CADPR will allow the BGCSFV to perform vital building maintenance and safety upgrades for the Parent and Teen Technology Centers, electrical re-wiring for their eSports room, improve air conditioning and circulation throughout the facility, refurbish and replace playground equipment, and re-plant drought tolerant plants for a Meditation Garden.

The funding will also help the BGCSFV close the digital divide by expanding access to laptops, notebooks and homework assistance. Additional afterschool programs will focus on STEAM activities that would not only assist youth in the classroom but also translate to the introduction of other unique career and vocational opportunities. Youth mentorship and counseling will be interwoven into activities to combat learning loss and mental health issues that are on the rise as youth transition back into a post-pandemic learning environment.

**City Responsibilities:**

In order to accept the funding from the CADPR, the BGCSFV has requested the City to act as the Lead Public Agency to receive and disburse the funding. As the Lead Public Agency acting in a fiduciary capacity, the City will have the following responsibilities:

- Review, sign, and submit the grant application as the Applicant.
- Process grant payments and reimbursements.
- Submit progress reports and other project documentation with support from the BGCSFV, and retain documents for up to five years after project completion.

To recover the costs associated with acting as fiduciary, the City will enter into an agreement to receive an administrative fee of up to five percent of total award to cover the cost of duties as Lead Public Agency.



**Consideration to Adopt a Resolution to Accept Specified Grant Funds for \$5,000,000 from the 2022-2023 California State Budget to the City of San Fernando for a One-time Grant to the Boys & Girls Club of San Fernando Valley**

Page 3 of 3

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**BGCSFV Responsibilities:**

- Deliver building upgrades and develop programs, which includes the following:
  - Hire/contract contractors to implement building upgrades at the Boys & Girls Club complex in Pacoima.
  - Hire/contract staff to support additional programming.
- BGCSFV receives up to 95% of the total award to provide the building upgrades and programming described above.

**BUDGET IMPACT:**

There is no budget impact associated with adopting the proposed Resolution. This is the initial step in approving funding from the California Department of Parks and Recreation. As the fiduciary for this grant, the City will return to City Council with an Agreement with the Boys & Girls Club of San Fernando Valley outlining specific responsibilities for each party. Staff time associated with this fiduciary role will be negotiated and agreed to in the forthcoming Agreement with BGCSFV, including the up to five percent cost for participating as the lead agency.

**CONCLUSION:**

Staff recommends that the City Council adopt the attached resolution authorizing grant administration, and authorizing the City Manager to submit and to sign a Grant Agreement with the California Department of Parks and Recreation.

**ATTACHMENT:**

A. Resolution to No. 8199

**RESOLUTION NO. 8199**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS FROM THE 2022-2023 CALIFORNIA STATE BUDGET, SEC.19.56. (B) (1) (BJ): \$5,000,000 TO THE CITY OF SAN FERNANDO FOR A ONE-TIME GRANT TO THE BOYS & GIRLS CLUB OF SAN FERNANDO VALLEY TO CONDUCT BUILDING MAINTENANCE AND SAFETY UPGRADES, CLOSE THE DIGITAL DIVIDE, MODERNIZE AFTERSCHOOL STEAM ACTIVITIES, AND PROVIDE AFTERSCHOOL MEALS.**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the City of San Fernando, setting up necessary procedures governing application(s); and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

**WHEREAS**, the applicant will enter into a contract with the State of California to complete project(s);

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

**SECTION 1.** Approves the filing of project application(s) for specified grant project(s).

**SECTION 2.** Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project.

**SECTION 3.** Certifies that the applicant has or will provide sufficient funds to operate and maintain the project(s).

**SECTION 4.** Certifies that the applicant has reviewed, understands, and agrees to the Provisions contained in the contract in this Procedural Guide.

**SECTION 5.** Delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope(s).

**SECTION 6.** Agrees to comply with all applicable federal, State, and local laws, ordinances, rules, regulations and guidelines.

**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 5<sup>th</sup> day of December, 2022.

\_\_\_\_\_  
Mary Mendoza, Mayor of the City of  
San Fernando, California

**ATTEST:**

\_\_\_\_\_  
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. 8199 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 5<sup>th</sup> day of December 2022, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

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

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Julia Fritz, City Clerk



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## AGENDA REPORT

**To:** Mayor Mary Mendoza and Councilmembers

**From:** Nick Kimball, City Manager  
By: Carlos Hernandez, Assistant to the City Manager

**Date:** December 5, 2022

**Subject:** Consideration to Approve a Third Amendment to the Professional Services Agreement with the Center for Geospatial Science and Technology for Geographic Information System Services

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Third Amendment to the Professional Services Agreement with the Center for Geospatial Science and Technology (Attachment "A" – Contract No. 2111(c)) for additional Geographic Information System services for citywide projects; and
- b. Authorize the City Manager to execute the Agreement and all related documents.

### BACKGROUND:

1. On November 1, 2016, the City entered into a Professional Services Agreement (Exhibit "A" of Attachment "A" – Contract No. 2111) with The University Corporation, CSU Northridge Center for Geospatial Science and Technology (CGST) for Geographic Information (GIS) Services.
2. On November 1, 2018, the City and CGST executed an amendment to the Master Agreement entitled "Modification No. 1" (Exhibit "A" of Attachment "A" – Contract No. 2111(a)) which was effective as of November 1, 2018 (hereinafter the "First Amendment").
3. On November 1, 2020, the City and CGST executed a second amendment to the Master Agreement entitled "Modification No. 2" (Exhibit "A" of Attachment "A" – Contract No. 2111(b)) which was effective as of November 1, 2020 (hereinafter the "Second Amendment").

## **Consideration to Approve a Third Amendment to the Professional Services Agreement with the Center for Geospatial Science and Technology for Geographic Information System Services**

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### **ANALYSIS:**

Geographic Information Systems (GIS) can create, manage, analyze, and map all types of data. GIS connects data to a map, integrating location data (i.e. where things are located) with all types of descriptive information (e.g. what things are like at their location). It has become a powerful tool for municipal agencies that want to make informed, data-driven decisions. A prime example of a GIS product is the CalEnviroScreen tool, which helps identify neighborhoods throughout California that face disproportionate environmental burdens. This tool is commonly used by many municipalities, including the City of San Fernando, in preparation of grant applications. GIS products can also be developed at a smaller scale. For example, the City's Fireworks Reporting Tool combines a survey and a crowdsourced map that allows residents to submit illegal firework cases as well as the approximate location of the activity on an interactive map.<sup>1</sup> This type of resident feedback can be used to compare areas of the City over time and provide City staff with a better picture of where to focus enforcement efforts as fireworks season approaches.

The City leads many projects that depend on the availability of quality data, maps, and spatial analysis to make informed decisions. These types of analyses are typically provided by staff with expertise in GIS, who can create, manage, analyze, and map all types of data. Considering this is a unique skill, the City has historically relied on interns with GIS training or consultants through Public Works and Community Development projects. Since 2016, the City has contracted with the Center for Geospatial Science and Technology (CGST) at California State University, Northridge (CSUN) for as-needed GIS services, including the development of a GIS database for the City, maintenance of the database, and development of web-tools and maps for special projects. For example, the City's Illegal Fireworks Reporting Tool was developed through this Agreement.

The City Council has elevated the importance of robust community engagement and informed decision making for City projects. Specifically, the 2022-2027 City Council Strategic Goal No. 1 - Focus on Community First, states the need to "provide opportunities for community engagement to further develop strategic goals and ensure they are consistent with community needs." GIS can serve as a helpful tool for community engagement, both to provide mapping information to residents and to help receive feedback on specific projects.

The CGST is an institution based at CSUN that provides low-cost GIS services to clients, while also providing real-world work experience for students. To date, CGST has provided the City with key GIS services including:

- Assembled a technical working group in 2018 to develop a GIS Implementation Plan for San Fernando.

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<sup>1</sup> San Fernando Illegal Fireworks Reporting Tool. Link:  
<https://survey123.arcgis.com/share/a494905c17d742a280acd897ea5fa28d>



**Consideration to Approve a Third Amendment to the Professional Services Agreement with the Center for Geospatial Science and Technology for Geographic Information System Services**

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- Developed a GIS database to operate and maintain with key City features such as zoning information, building use and type, transportation and street infrastructure, etc.
- Developed an Illegal Fireworks Reporting Tool (survey and mapping tool) where cases can be mapped by the public and tracked over time.
- Assisted City staff in conducting economic development and market analysis to better attract businesses to the City.
- Supported the acquisition and administration for our ArcGIS Online account.

Services under the Master Agreement and subsequent amendments are not to exceed \$14,000 per year. In preparation of this Third Amendment, the City seeks to expand the capacity of the professional services and continue working with CGST on developing more public-facing mapping tools for increase community engagement, further develop the GIS program for San Fernando, and provide GIS support for the “virtual city hall” application and website upgrades. The additional scope of services amends the budget for CGST for up to \$30,000 per fiscal year. Details of the additional services are outlined in the Statement of Work – Phase 2 (Exhibit “B” of Attachment “A”).

**BUDGET IMPACT:**

The \$30,000 in funds needed to cover the cost of GIS services is included in the Fiscal Year 2022-2023 Adopted Budget (001-310-0000-4270) and will continue to be appropriated annually through the contract term.

**CONCLUSION:**

Staff recommends that the City Council approve a third amendment to the Professional Services Agreement the Center for Geospatial Science and Technology for additional GIS services to advance community engagement for Citywide projects.

**ATTACHMENT:**

- A. Contract No. 2111(c), including:  
Exhibit A: Contract No. 2111, Contract No. 2111(a), Contract No. 2111(b)  
Exhibit B: Statement of Work – Phase 2

**ATTACHMENT "A"**  
**CONTRACT NO. 2111(c)**

**2022**  
**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**THE UNIVERSITY CORPORATION, CSU NORTHRIDGE**  
**CENTER FOR GEOSPATIAL SCIENCE AND TECHNOLOGY**  
GIS Services

THIS 2022 THIRD AMENDMENT ("Third Amendment") to that certain agreement entitled "Professional Services Agreement – THE UNIVERSITY CORPORATION, CSU NORTHRIDGE CENTER FOR GEOSPATIAL SCIENCE AND TECHNOLOGY: GIS Services" effective as of November 1, 2016, by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and THE UNIVERSITY CORPORATION, CSU NORTHRIDGE, a California corporation (hereinafter, "CONSULTANT") is made and entered into this 5<sup>th</sup> day of December, 2022 ("Effective Date"). For purpose of this Third Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into a Professional Services Agreement dated November 1, 2016, and entitled "Professional Services Agreement- THE UNIVERSITY CORPORATION, CSU NORTHRIDGE CENTER FOR GEOSPATIAL SCIENCE AND TECHNOLOGY: "GIS Services," Contract No. 2111 (hereinafter, the "Master Agreement"); and

WHEREAS, the Parties later executed an amendment to the Master Agreement entitled "Modification No. 1", Contract No. 2111(a) which was effective as of November 1 2018, (hereinafter the "First Amendment"); and

WHEREAS, the Parties also executed a second amendment to the Master Agreement entitled "Modification No. 2", Contract No. 2111(b) which was effective as of November 1, 2020, (hereinafter the "Second Amendment"); and

WHEREAS, the Second Amendment extended the term of the Master Agreement to November 1, 2023, which shall continue to be the operative expiration date notwithstanding the amendments set forth in this Third Amendment; and

WHEREAS, the Parties now wish to modify the Master Agreement further for purposes of modifying the Master Agreement's Compensation Schedule and Scope of Services by way of this Third Amendment to the Master Agreement; and

WHEREAS, this Third Amendment was approved by the San Fernando City Council at its Regular Meeting of December 5, 2022, under Agenda Item No. 8.

## PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2111(c)

GIS Services

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NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

**SECTION 1.** The Master Agreement as amended by way of the First Amendment and the Second Amendment are attached and incorporated hereto collectively as Exhibit “A” to this Third Amendment. For purposes of this Third Amendment, the term “Contract” shall refer to the Master Agreement as amended by way of all prior amendments and this Third Amendment.

**SECTION 2.** The term “Scope of Work” as defined under the Master Agreement is hereby amended to include those supplemental services and tasks described in that certain document entitled “City of San Fernando GIS Program Development – Statement of Work – Phase 2, (hereinafter the “2022 Supplemental Statement of Work”) which is attached and incorporated into this Third Amendment as Exhibit “B”.

**SECTION 3.** Reference to an annual “Not to Exceed” sum of \$14,000 as set forth under Exhibit “B” (Compensation) of the Master Agreement is hereby repealed, superseded and replaced by the following text which shall be retroactively effective as of November 1, 2022:

During the Term of the Contract or any extension term, CONSULTANT’s compensation shall not exceed the aggregate sum of Thirty Thousand Dollars (\$30,000) per contract year (the “Not-to-Exceed Sum”). For purposes of the Contract, the term “contract year” shall mean a period of time commencing as of November 1<sup>st</sup> of each calendar year and ending after November 1<sup>st</sup> of the calendar year immediately following.

The foregoing notwithstanding, nothing in this Third Amendment shall operate to extend the Term of the Master Agreement as amended by way of all prior amendments beyond the current expiration date of November 1, 2023.

**SECTION 4.** Except as otherwise set forth in this Third Amendment and 2022 Supplemental Statement of Work, the Master Agreement and amended by way of all prior amendments shall remain binding, controlling and in full force and effect. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the provisions of the Master Agreement or any of the prior amendments, the provisions of this Third Amendment shall govern and control, but only to the extent of the conflict or inconsistency and no further.

**SECTION 5.** The Contract, as defined under Section 1 of this Third Amendment, above, 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, or entered into between CITY and CONSULTANT prior to the execution of this Third

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 2111(c)

GIS Services

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Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Contract shall be valid or binding unless made in writing and duly executed by the Parties in the form of a written amendment.

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

**CITY OF SAN FERNANDO**

**THE UNIVERSITY CORPORATION,  
CALIFORNIA STATE UNIVERSITY, NORTHRIDGE**

By: \_\_\_\_\_  
Nick Kimball, City Manager

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

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

**APPROVED AS TO FORM**

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

By: \_\_\_\_\_  
Richard Padilla, City Attorney

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

CITY OF SAN FERNANDO  
**PROFESSIONAL SERVICES AGREEMENT**

THE UNIVERSITY CORPORATION, CSU, NORTHRIDGE\CENTER FOR  
GEOGRAPHICAL STUDIES  
Consultant

GIS Services  
CITY OF SAN FERNANDO  
Client

**TERMS AND CONDITIONS**

The parties agree to the terms and conditions listed by CGS below:

**SCOPE OF WORK**

See **Exhibit A, Scope of Work** for a detailed description of tasks, services, and a schedule for deliverables under this Agreement.

**TERM**

The term of this Agreement shall commence on 11/1/16 and end no later than 11/1/18 (hereinafter, the "Term"), unless the Client requires additional services to be performed by Consultant.

**COMPENSATION**

See **Exhibit B, Compensation Schedule** for a detailed description of pricing structure and schedule of hourly rates under this Agreement. In the event that Consultant wishes to change the Compensation Schedule in Exhibit B, Consultant must provide Client with written notification of such changes at least Thirty (30) days in advance.

**INVOICES**

Consultant is solely responsible for the timely filing of all invoices for work performed. Each invoice must specify and include:

- Dates of performance,
- A brief summary of services provided,
- An invoice number,
- A summary of amounts previously paid and currently due and

- The address for payment.

Consultant shall submit its invoice to the Client as indicated in **Exhibit B**, Compensation Schedule. Payment shall be made within 30 days of approval of the invoice.

## CONFLICT OF INTEREST

Consultant agrees to disclose to the Client when there is a possible conflict of interest. Except as set forth herein, and except for receipt of Program related consideration from the Client, the Client certifies that no officer, employee, student or agent of the Client has been employed, retained, or paid a fee, or has otherwise received or will receive during the term of this Agreement any personal compensation or consideration by or from CGS or any of CGS' directors, officers, employees, or agents in connection with the obtaining, arranging, or negotiating of this Agreement without advance, written notification to CGS.

## TERMINATION

- A. Termination for Convenience. This Agreement may be terminated by either Party, during the Term of this Agreement, upon Thirty (30) days advanced written notice by either Party, unless all Parties mutually agree to a lesser period in writing.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under subsection (B)(1)(ii) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) 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; (ii) Consultant's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to Consultant, whether voluntary or involuntary; (iv) Consultant's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) Client's discovery that a statement representation or

warranty by Consultant relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. Consultant shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of Client's issuance of a Default Notice for any failure of Consultant to timely provide Client or Client's employees or agents with any information and/or written reports, documentation or work product which Consultant is obligated to provide to Client or Client's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, Consultant may submit a written request for additional time to cure the Event of Default upon a showing that Consultant has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, Client shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within thirty (30) calendar days of Client's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-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 30-day cure period. The foregoing notwithstanding, Client shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.
2. Except as otherwise specified in this Agreement, Client shall cure any Event of Default asserted by Consultant within thirty (30) calendar days of Consultant's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, Client may submit a written request for additional time to cure the Event of Default upon a showing that Client has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with Client's failure to timely pay any undisputed sums to Consultant shall be cured by Client within five (5) calendar days from the date of Consultant's Default Notice to Client.

3. Client, in its sole and absolute discretion, may also immediately suspend Consultant's performance under this Agreement (or the performance of any specific task or function performed by Consultant under this Agreement) pending Consultant's cure of any Event of Default by giving Consultant written notice of Client's intent to suspend Consultant's performance (hereinafter, a "Suspension Notice"). Client may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Consultant shall be compensated only for those services and tasks which have been rendered by Consultant to the reasonable satisfaction of the Client up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of the Client shall operate to prohibit or otherwise restrict Client's ability to suspend this Agreement as provided herein.
4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to Client at law or under this Agreement in the event of any breach of this Agreement, Client, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to Consultant, the Client may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to Consultant, the Client may extend the time of performance;
  - iii. The Client 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 Client may exercise any other available and lawful right or remedy.

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



6. In the event Client is in breach of this Agreement, Consultant's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Consultant under this Agreement for completed services and tasks. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

#### **AGREEMENT MODIFICATIONS**

Any modification to the terms of this Agreement, including changes in the Scope of Work and compensation, shall be made in writing and signed by both parties. Such mutually agreed upon modifications shall, by reference to this document, become formal amendments to this Agreement.

#### **ASSIGNMENT**

Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof will be assignable by either party without the prior written consent of the other.

#### **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

Consultant warrants that in performance of work under this Agreement, it will comply with all applicable Federal, State, Foreign, provincial and local laws and ordinances and all lawful orders, rules, and regulations hereunder in effect on the date of this Agreement.

#### **ADDITIONAL TERMS**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

The Client represents and warrants that the person executing this Agreement for the Client is an authorized agent who has actual authority to bind the Client to each and every term, condition, and obligation of this Agreement and that all requirements of the Client have been fulfilled to provide such actual authority.

## INDEMNIFICATION

The Client shall defend, indemnify and hold harmless the State of California, The University Corporation, California State University Northridge, the Trustees of the State of California University, their affiliates, officers, agents, and employees from any and all claims, suits, actions, damages, judgments and costs, including reasonable attorney's fees, arising out of any damage, destruction, or loss of any property including, but not limited to, the property of CSUN, and/or The University Corporation, or injury or death to any person including, but not limited to, any employee of CSUN, and/or The University Corporation which results or arises out of negligent or willful acts or omissions of Client, its officers, agents, employees, and volunteers in performance of this Agreement.

The Consultant shall defend, indemnify and hold harmless the City of San Fernando, its affiliates, officers, agents, and employees from any and all claims, suits, actions, damages, judgments and costs, including reasonable attorney's fees, arising out of any damage, destruction, or loss of any property including, but not limited to, the property of the City of San Fernando, or injury or death to any person including, but not limited to, any employee of City of San Fernando, which results or arises out of negligent or willful acts or omissions of the Consultant, its officers, agents, employees, and volunteers in performance of this Agreement.

To the fullest extent permitted by law, the Parties agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.

## INSURANCE

Prior to the beginning of and throughout the duration this Agreement, Consultant will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. Consultant shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: Client shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the

laws of the State of California and which shall indemnify, insure and provide legal defense for both Consultant and Client 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.

- C. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.1 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage Liability Insurance shall contain an endorsement naming the Client and Client's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.2 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. Client 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 Client Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.3 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to Client or Client's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by Client or Client's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 3.4 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant or Consultant's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against Client.

VERIFICATION OF COVERAGE: Consultant acknowledges, understands, and agrees, that Client's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding Client's financial well-being and, indirectly, the collective well-being of the residents of the Client. Accordingly, Consultant warrants, represents and agrees that its shall furnish Client with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to Client in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Client if requested.** All certificates of insurance and endorsements shall be received and approved by Client as a condition precedent to Consultant's commencement of any Work or any of the Work. Upon Client's written request, Consultant shall also provide Client with certified copies of all required insurance policies and endorsements

### **Entire Agreement**

This Agreement contains all the terms and conditions agreed upon by the Parties thereto. No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved and executed by the Parties.

## **PROFESSIONAL SERVICES AGREEMENT**

CSU, NORTHRIDGE\CENTER FOR GEOGRAPHICAL STUDIES  
Consultant

GIS Services  
CITY OF SAN FERNANDO  
Client

### **EXHIBIT A: SCOPE OF WORK**

#### SCOPE OF PROFESSIONAL SERVICES – BASIC; COMPLETION SCHEDULE

##### Scope of Professional Services – Basic

The Consultant shall provide professional services as follows:

##### **A. Scope of Work**

The Consultant shall provide GIS services as requested. These services shall include:

##### *GIS Services:*

The Consultant will provide the CITY OF SAN FERNANDO with comprehensive GIS services as needed to develop and advance the City's GIS program. Services may include but are not limited to: centralized geodatabase development, GIS data development, data digitization, field data collection and web-map development.

##### *Work Plan:*

CGS will produce and update a work plan or statement of work as needed to provide additional details associated with the services to be provided.

##### *Other Services:*

Upon request by CITY OF SAN FERNANDO, the Consultant shall provide additional GIS services such as, but not limited to, the following:

- Input on potential cutting edge techniques and analysis
- Development of efficient and effective GIS workflow operations
- Development of a web-based Conflict of Interest mapping application
- Development of the City's infrastructure dataset (e.g. water and sewer networks)
- Web map service annual maintenance support. Includes all processes needed to guarantee operational integrity of web applications (e.g. server maintenance, software updates and patches and regular server archiving/backup procedures) as well as required data updates to maintain currency of existing GIS datasets served via web services. Note: Web map design changes are *not* included in maintenance costs.

**B. Services to be provided by the Client:**

As needed, CITY OF SAN FERNANDO will provide the Consultant with any necessary base GIS data and information so that Consultant can perform services as requested.

**C. Completion Schedule**

Development and maintenance of layers and provision of GIS services, as requested by CITY OF SAN FERNANDO, Inc., shall be completed in accordance with a schedule agreed upon by CITY OF SAN FERNANDO and the Consultant prior to commencement of such services.

**PROFESSIONAL SERVICES AGREEMENT**CSU, NORTHRIDGE\CENTER FOR GEOGRAPHICAL STUDIES

Consultant

GIS Services

CITY OF SAN FERNANDO

Client

**EXHIBIT B  
COMPENSATION**

Compensation for the proposed services shall be in accordance with the following schedule of hourly rates. Compensation shall be based upon actual monthly invoices received which shall include a status summary reflecting progress during the billing period.

A. GIS Services: Not to exceed \$14,000 per year

As authorized in writing by CITY OF SAN FERNANDO, the Center for Geographical Studies will charge an hourly rate (below) for services performed.

- Personnel Costs:\*

Project Manager.....	\$66
GIS Analyst.....	\$53
GIS Assistant I.....	\$32
GIS Assistant II.....	\$33
GIS Assistant III.....	\$35
Programmer.....	\$87

\*Overhead costs are already contained in the labor rates listed above.

The labor rates above may be modified without amendment based on administrative changes in the pay scales. The Consultant shall provide CITY OF SAN FERNANDO with written notification of any new rate schedule at least Thirty (30) days before the rate change shall become effective.

IN WITNESS WHEREOF, the parties have set their hand the day and year here written.

CITY OF SAN FERNANDO

By 

Brian Saeki  
Name

City Manager  
Title

\_\_\_\_\_  
Date

The University Corporation, California  
State University, Northridge

By 

Scott Pérez  
Name

Director, Research and Sponsored Projects  
Title

11/10/16  
Date





CENTER FOR GEOSPATIAL  
SCIENCE & TECHNOLOGY  
CSUN | CALIFORNIA  
STATE UNIVERSITY  
NORTHRIIDGE

MODIFICATION NO. 1

To Professional Services Agreement No. PSA001, Executed and Dated 11/10/16

Between THE UNIVERSITY CORPORATION, CSU NORTHRIIDGE  
CENTER FOR GEOGRAPHICAL STUDIES (Consultant)

And

GIS Services  
CITY OF SAN FERNANDO (Client)

The following changes shall be made to this agreement, effective 11/1/2018:

- TERM: The term of this agreement shall be extended to 11/1/2020.
- Consultant Name: The name has been changed to "THE UNIVERSITY CORPORATION, CSU NORTHRIIDGE / CENTER FOR GEOSPATIAL SCIENCE & TECHNOLOGY"
- Exhibit B – Compensation: The hourly rates have changed to:

Project Manager.....	\$81
GIS Analyst.....	\$50
GIS Assistant I.....	\$35
GIS Assistant II.....	\$36
GIS Assistant III.....	\$40
Programmer.....	\$87

All other terms and conditions shall remain the same.

CITY OF SAN FERNANDO

By Alex Meyerhoff  
Print Name Alexander P. Meyerhoff  
Title City Manager  
Date 12-20-18

THE UNIVERSITY CORPORATION  
CALIFORNIA STATE UNIVERSITY, NORTHRIIDGE

By Sheree M. Schrager  
Print Name Sheree M. Schrager, PhD MS  
Title Managing Director, Research & Spon. Programs  
Date 1/3/19



CENTER FOR GEOSPATIAL  
SCIENCE & TECHNOLOGY

CSUN<sup>®</sup> | CALIFORNIA  
STATE UNIVERSITY  
NORTHridge

**MODIFICATION NO. 2**

**To Professional Services Agreement No. PSA001, Executed and Dated 11/10/16  
Amendment #1 - Executed and Dated 11/01/18**

Between THE UNIVERSITY CORPORATION, CSU NORTHRIDGE  
CENTER FOR GEOSPATIAL SCIENCE AND TECHNOLOGY (Consultant)

And

GIS Services  
CITY OF SAN FERNANDO (Client)

The following changes shall be made to this agreement, effective 11/1/2020:

- TERM: The term of this agreement shall be extended to 11/1/2023.
- Agreement may be extended beyond this date by two one-year extensions upon written mutual agreement by both parties.

All other terms and conditions shall remain the same.

CENTER FOR GEOSPATIAL  
SCIENCE & TECHNOLOGYCSUN  
CALIFORNIA  
STATE UNIVERSITY  
NORTHBRIDGECITY OF SAN FERNANDOBy DocuSigned by:  
Nick Kimball  
1041FC9C27C7499...

Nick Kimball

Name

City Manager

Title

11/10/2020 | 5:23 PM EST

Date

CENTER FOR GEOSPATIAL SCIENCE  
AND TECHNOLOGY, CALIFORNIA  
STATE UNIVERSITY NORTHBRIDGEBy DocuSigned by:  
Danielle L. Bram  
410EEA1A74884A0...

Danielle Bram

Name

Director, Center for Geospatial Science &  
Technology

Title

11/13/2020 | 10:19 AM PST

Date

COLLEGE OF SOCIAL AND  
BEHAVIORAL SCIENCES,  
CALIFORNIA STATE UNIVERSITY  
NORTHBRIDGEBy DocuSigned by:  
Yan D. Searcy  
70011BF505B14EF...

Yan D. Searcy, Ph.D.

Name

Dean, College of Social and Behavioral  
Sciences

Title

11/10/2020 | 1:46 PM PST

Date

THE UNIVERSITY CORPORATION,  
CALIFORNIA STATE UNIVERSITY,  
NORTHBRIDGEBy DocuSigned by:  
Dan Martin  
5B8350428005454...

Dan Martin

Name

Controller & Director of Financial  
Services, The University Corporation

Title

11/23/2020 | 12:13 PM PST

Date



CENTER FOR GEOSPATIAL  
SCIENCE & TECHNOLOGY  
California State University, Northridge

# City of San Fernando GIS Program Development

## *Statement of Work – Phase 2*

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### **I. Background & Objectives**

The City of San Fernando has contracted with CGST to provide comprehensive GIS services as needed to develop and advance its GIS program. The services provided by CGST include but are not limited to: updates to existing GIS datasets, new GIS data development, data digitization, centralized spatial database development, and web-map application development. In **Phase 1**, CGST designed and developed a customized schema for a centralized geodatabase and populated the geodatabase with existing GIS data from local, county, regional, state, and federal sources. CGST also supported the deployment of ArcGIS Online to provide City staff with access to GIS data.

The tasks detailed below, can be considered **Phase 2** of the City's GIS Program development effort. Phase 2 includes tasks and projects identified in the City's *GIS Program Implementation Plan* (March 2019) as well as activities necessary to support successful program implementation.

### **II. Implementation Plan**

CGST staff and research assistants will design, develop, and refine internal and public-facing web applications to allow City staff and the public to visualize and analyze GIS data. Additionally, CGST will digitize data by converting maps and other data in hard copy and/or tabular format into GIS data, perform basic spatial analysis, and develop training materials to ensure City staff can use and leverage the various interactive maps and applications that will be developed.

#### **Task 1: Internal Web App Development**

Design and develop an internal web application that provides City staff with access to *existing* GIS data layers necessary to support municipal planning and operations. The application will allow for viewing, querying, and analyzing (e.g., create buffers, select by location) GIS data, as well as developing basic maps. CGST staff will consult and coordinate with the City's GIS Workgroup to ensure that departmental needs are met by the web application. Additionally, CGST will utilize best practices to iteratively develop, test, and finalize the web application, allowing City staff ample opportunities to review and provide feedback on the application's content, features, and functionality.

Possible datasets to include in the web application:

- Administrative (e.g., Council Member and Commissioner Addresses)



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California State University, Northridge

- Boundaries (e.g., City limits, County boundary)
- Demography (e.g., Census blocks, block groups)
- Environmental (e.g., CalEnviroScreen, SB 535 DACs, watersheds)
- Political (e.g., local, state, federal legislative districts)
- Property (e.g., building footprints, land use, zoning, tax parcels)
- Public Safety (e.g., LAFD stations, SFPD station, cooling shelters, traffic collisions)
- Transportation (e.g., bike lanes, streets)
- Aerials (e.g., high-resolution satellite imagery)

Possible features/functionality to include in the web application or other standalone applications:

- Create buffers
- Identify potential conflicts of interest
- Generate mailing lists based on location
- Determine if a given address is located within City limits
- Generate map in PDF or image format

Based on feedback received, other standalone web applications may be developed for specific topics, datasets and functions.

*Task Deliverables:* Web application

*Task Estimated Duration:* 2 months

*Task Estimated Cost:* \$4,420

## **Task 2: Public Web App Development**

Design and develop a user-friendly and intuitive public-facing web application that provides City residents and other members of the public with access to GIS data layers related to City services. The application will allow for viewing and querying GIS data. CGST staff will consult and coordinate with the City's GIS Workgroup to ensure that public needs are met and sensitive data is not accessible through the web application. Additionally, CGST will utilize best practices to iteratively develop, test, and finalize the web application, allowing City staff and the public to provide feedback on the application's content, features, and functionality.

Possible datasets to include in the web application:

- Property (e.g., land use, zoning, tax parcels)
- City projects in progress and proposed (e.g., capital improvement)
- Curbside services (e.g., trash/recycling pickup schedule, street sweeping schedule, parking restrictions)
- Crime incidents (e.g., Part 1 crimes, SFPD blotter data)
- Coyote sightings (from [UC ANR Coyote Catcher](#))
- Illegal fireworks reports (from [Illegal Fireworks Reporting App](#))



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- Traffic collisions (from [CHP SWITRS database](#))

*Task Deliverables:* Web application

*Task Estimated Duration:* 1.5 months

*Task Estimated Cost:* \$3,315

### **Task 3: Data Digitization, Spatial Analysis, and Map Development**

Digitize data by converting maps and other data in hard copy and/or tabular format into GIS data. CGST staff will consult and coordinate with the City's GIS Workgroup to prioritize data development based on departmental needs and budget limitations under this task. After digitization, CGST will add data to the City's geodatabase, publish data in ArcGIS Online (AGOL), and incorporate data into the web applications developed under Tasks 1 and 2 as appropriate. CGST also will perform basic spatial analysis if necessary. Additionally, CGST will develop static and/or interactive web maps, including Storymaps, as requested by City staff. *If more extensive digitization and/or map development is required than anticipated, estimated budget requirements may be subject to change.*

Possible datasets to digitize/update include:

- Police reports from SFPD
- SWITRS traffic collisions
- Capital improvement projects
- Water meters
- Streetlights
- Metered, hourly, and street sweeping parking
- Local attractions/points of interest (e.g., public art/murals)

However, the specific datasets that can be digitized/updated/analyzed under the Task 3 budget would depend on data complexity and extent and would be subject to the maximum estimated cost listed below. Additionally, agreed upon specific tasks/projects under Task 3 will be outlined in a work order document, which includes cost estimates, that will be reviewed/signed by both CGST and the City prior to the commencement of work.

*Task Deliverables:* Updated geodatabase and AGOL files, static and/or interactive web maps

*Task Estimated Duration:* Ongoing

*Task Estimated Cost:* \$14,530

### **Task 4: User Support, Training Materials, and Workshops**

CGST will provide ongoing user support to assist City staff with use of GIS products and data. CGST also will develop documentation on the internal and web applications, including user guides, video tutorials, and other relevant materials, and host a series of hands-on training sessions to ensure City staff can use



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and leverage the various interactive maps and applications that will be developed. Additionally, CGST will take advantage of these trainings to solicit feedback and recommendations from staff on application usability, intuitiveness, and value.

*Task Deliverables:* Training sessions, video tutorials, reference documentation for web applications

*Task Estimated Duration:* 2 months

*Task Estimated Cost:* \$4,420

### **Task 5: Ongoing Maintenance**

On an ongoing basis, conduct routine updates and maintenance to the City's existing GIS data in a centralized geodatabase and synchronize with AGOL. Maintain existing web applications. Monitor and manage AGOL users and credit usage. Substantial updates to existing GIS data and web applications and the development of new datasets and web applications are not included in this task.

*Task Deliverables:* Routine updates and maintenance to GIS datasets and web applications, management of AGOL organization account

*Task Estimated Duration:* Ongoing

*Task Estimated Annual Cost:* \$3,315

## **III. Budget Summary**

Task	Estimated Cost*
Task 1	\$4,420
Task 2	\$3,315
Task 3	\$14,530
Task 4	\$4,420
Task 5	\$3,315
<b>TOTAL</b>	<b>\$30,000</b>

*\*Cost includes overhead*

Time and cost estimates assume the ESRI ArcGIS software framework will be leveraged for web application development.

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## AGENDA REPORT

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**To:** Mayor Mary Mendoza and Councilmembers

**From:** Vice Mayor Hector A. Pacheco

**Date:** December 5, 2022

**Subject:** Consideration and Discussion to Adopt a Resolution Calling on the Biden Administration to Secure the Immediate Release of Wrongfully Detained United States Citizen Eyvin Hernandez from a Venezuelan Maximum Security Prison

### **RECOMMENDATION:**

I have placed this on the agenda for City Council discussion and direction (Attachment "A") to consider adopting Resolution No. 8200 (Attachment "B") calling on the Biden Administration to secure the immediate release of wrongfully detained United States Citizen Eyvin Hernandez from a Venezuelan Maximum Security Prison.

### **BACKGROUND/ANALYSIS:**

See Attachment "A" that was submitted to request to agendize this item for the December 5, 2022 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.

### **ATTACHMENT:**

- A. Request to Agendize an Item for Discussion/Consideration
- B. Resolution No. 8200

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

### CITY COUNCILMEMBER INFORMATION

NAME

Hector A. Pacheco

TITLE

Vice Mayor

### ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

City Council Resolution calling on the Biden administration to secure the release of US citizen Eyvin Hernandez from a Venezuelan maximum security prison.

#### PRIORITIES

*Is this included in the current FY priorities?*

☐ Yes ☒ No

#### BUDGET

*Is this a budgeted item?*

☐ Yes ☒ No

#### FISCAL IMPACT

*Is there a fiscal impact? If yes, indicate amount.*

☐ Yes ☒ No \$

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

See attachment and below:

Eyvin Hernandez has been detained for 233 days by the Venezuelan government. While on a 2-week vacation in Colombia, he traveled to the border town of Cúcuta on March 31 and was asked to pay a \$100 bribe to enter Venezuela by unidentified armed men. Mr. Hernandez had no cash and stated he did not want to enter Venezuela. He was abruptly kidnapped, accused of being an American spy, and transported to various locations. Mr. Hernandez is currently at a military prison in Caracas, Venezuela. He is charged with conspiracy and criminal association.

ATTACHMENTS *Do you have any attachments to include?*

☒ Yes ☐ No

RECOMMENDATION *Indicate the direction you are recommending.*

San Fernando City Council to adopt the resolution.

**RESOLUTION NO. 8200**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, CALLING ON THE U.S. DEPARTMENT OF STATE AND THE BIDEN ADMINISTRATION TO UNDERTAKE NECESSARY STEPS TO SECURE THE IMMEDIATE RELEASE OF WRONGFULLY DETAINED US CITIZEN EYVIN HERNANDEZ FROM A MILITARY PRISON IN CARACAS, VENEZUELA**

**WHEREAS**, in March 2022, 44-year old Eyvin Hernandez, a public defender from Los Angeles, California was vacationing in Colombia where he traveled near the border town of Cúcuta near the country's border region with Venezuela; and

**WHEREAS**, on March 31, 2022, armed men abducted Eyvin Hernandez and subsequently placed him in custody at the General Directorate of Military Counterintelligence (DGCIM) agency of Venezuela's military intelligence unit in a section of the country's most notorious prison unlawfully detained; and

**WHEREAS**, on August 21, 2022, a voice message that was secretly recorded was reported by the Associate Press, had Eyvin Hernandez stating *"this place is meant to break you psychologically and spiritually...we're all innocent, yet we're being charged and treated as terrorists...if you don't get us out soon, then there might not be anyone left to save";* and

**WHEREAS**, the family of Eyvin Hernandez have tirelessly sought to bring awareness to Eyvin's wrongful detainment through organizing meetings with U.S. Department of State, Biden Administration officials, and starting a Change.org petition; and

**WHEREAS**, the U.S. Department of State has since designated Eyvin Hernandez as wrongfully detained, a label reserved for those who are innocent of the crimes for which they are incarcerated abroad.

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

**SECTION 1.** By adoption of this resolution, the City of San Fernando City Council calls on the U.S. Department of State and the Biden Administration to employ all necessary and appropriate means to secure the immediate release of Eyvin Hernandez from Venezuela and secure his safe return home to Los Angeles, California.

**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 5<sup>th</sup> day of December, 2022.**

\_\_\_\_\_  
Mary Mendoza, Mayor of the City of  
San Fernando, California

**ATTEST:**

\_\_\_\_\_  
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. 8200 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 5<sup>th</sup> day of December, 2022, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

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

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Julia Fritz, City Clerk