



SAN FERNANDO

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

CITY OF SAN FERNANDO
CITY COUNCIL
AND SUCCESSOR AGENCY TO THE
SAN FERNANDO REDEVELOPMENT AGENCY
REGULAR MEETING AGENDA SUMMARY
MONDAY, MARCH 6, 2023 - 6:00 PM

CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

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

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

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

SUBMIT PUBLIC COMMENT IN PERSON

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

SUBMIT PUBLIC COMMENT VIA EMAIL

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

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.

Staff Contact Nick Kimball, City Manager

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

Regular Meeting Notice and Agenda – March 6, 2023

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CALL TO ORDER

CLOSED SESSION REPORT

ROLL CALL

TELECONFERENCING REQUESTS/DISCLOSURE

Recommend consideration of requests received for remote teleconference meeting participation made by members of the City's legislative bodies, as permitted under the provisions of Assembly Bill (AB) 2449, Government Code Section 54953, and the City of San Fernando adopted Resolution No. 8215, effective March 1, 2023.

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.

PRESENTATION

- A. PRESENTATION BY SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT'S GOVERNING BOARD VICE-CHAIR MICHAEL CACCIOTTI TO PROVIDE AIR QUALITY UPDATES
- B. PRESENTATION OF A PROCLAMATION DECLARING THE MONTH OF MARCH 2023 AS "WOMEN'S HISTORY MONTH"

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.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

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PUBLIC STATEMENTS

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

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

CONSENT CALENDAR

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

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:

- a. January 31, 2022 – Special Meeting
- b. February 21, 2023 – Special Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 23-031 approving the Warrant Register.

3) CONSIDERATION TO ADOPT RESOLUTIONS ESTABLISHING NEW JOB SPECIFICATIONS IN THE PUBLIC WORKS AND RECREATION AND COMMUNITY SERVICES DEPARTMENTS AND AMENDING THE FISCAL YEAR 2022-2023 SALARY PLAN AND TABLE OF ORGANIZATION

Recommend that the City Council:

- a. Adopt Resolution No. 8217 establishing new specifications for the following job classifications: Senior Park Maintenance Specialist, Senior Sewer Worker, Senior Tree Care Specialist, Sewer Worker, and Social Services Coordinator;
- b. Adopt Resolution No. 8218 amending the Salary Plan to reflect the correct job titles and pay;
- c. Adopt Resolution No. 8219 amending the Table of Organization to reflect the correct job titles; and

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

Regular Meeting Notice and Agenda – March 6, 2023

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- d. Authorize the City Manager to initiate the recruitment process for the new job classifications, make non-substantive edits, and execute all related documents as necessary.

4) CONSIDERATION TO APPROVE THE 2023 LEGISLATIVE PLATFORM

Recommend that the City Council:

- a. Approve the 2023 Legislative Platform;
- b. Authorize the City Manager to take certain related actions to execute and implement the procedures in the Legislative Advocacy Policy.

5) CONSIDERATION TO APPROVE A FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH SCOTT FAZEKAS & ASSOCIATES, INC. TO PROVIDE BUILDING PLAN CHECK AND BUILDING OFFICIAL SERVICES THROUGH APRIL 14, 2024

Recommend that the City Council:

- a. Approve a First Amended and Restated Professional Services Agreement with Scott Fazekas & Associates, Inc. (Contract No. 2139(a)) for Building Plan Check and Building Official Services through April 14, 2024; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

ADMINISTRATIVE REPORTS

6) CONSIDERATION AND DISCUSSION REGARDING UPDATING THE PARK AND RECREATION MASTER PLAN AND CONSIDERATION TO AUTHORIZE A NOTICE INVITING BIDS TO CONDUCT A LAND AND OPEN SPACE INVENTORY

Recommend that the City Council:

- a. Discuss updating the Park and Recreation Master Plan to include opportunities to add new park facilities;
- b. Authorize a Notice Inviting Bids to conduct a land and open space inventory;
- c. Adopt Resolution No. 8220 to allocate a Los Angeles County Regional Parks Open Space District Technical Assistance Program grant, which increases the Capital Grants (Fund 010) revenues and expenditures by \$185,000 for Fiscal Year 2022-2023; and
- d. Provide staff direction as appropriate.

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7) CONSIDERATION TO APPOINT A PARKS, WELLNESS, AND RECREATION COMMISSIONER

This item was agendized by Vice Mayor Mary Mendoza.

8) CONSIDERATION AND DISCUSSION TO NOMINATE TRANSPORTATION AND PUBLIC SAFETY COMMISSION CHAIR RUDY TRUJILLO TO SERVE ON THE METRO SAN FERNANDO VALLEY SERVICE COUNCIL FOR A THREE-YEAR TERM BEGINNING JULY 1, 2023

This item was agendized by Mayor Celeste T. Rodriguez.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT The meeting will adjourn to its next regular meeting.

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

Julia Fritz, CMC

City Clerk

Signed and Posted: March 2, 2023 (5:00 p.m.)

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

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

**JANUARY 31, 2022 – 6:00 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL Mayor Mary Mendoza called the meeting to order at 6:06 p.m.

Present:

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

Absent: None

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Interim/Acting Chief of Police Nichole Hanchett, Director of Public Works Matt Baumgardner, Director of Community Development Kanika Kith, Interim/Acting Director of Finance Sonia Garcia, Director of Recreation and Community Services Julian Venegas, and City Clerk Julia Fritz

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Motion by Councilmember Ballin, seconded by Vice Mayor Pacheco to approve the agenda. The motion carried, unanimously.

PUBLIC STATEMENTS

City Manager Kimball noted receipt of correspondence from Brian Fagan at the January 18, 2022 City Council Regular Meeting regarding opposition to the City's 2022 Draft Housing Element Plan.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Special Meeting January 31, 2022

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ADMINISTRATIVE REPORTS

1) PRESENTATION AND STUDY SESSION OF THE DRAFT 2021-2029 HOUSING ELEMENT AND SAFETY ELEMENT UPDATE TO THE GENERAL PLAN

Director of Community Development Kith and Houseal Lavigne Representative Robert Kain presented the Draft 2021-2029 Housing and Public Safety Element Update and responded to Councilmember questions.

Councilmembers expressed concerns regarding the City's Regional Housing Needs Assessments (RHNA) allocation on the addition of 1795 housing units, including but not limited to, future infrastructure needs.

Houseal Lavigne Representative Robert Kain presented information regarding the Environmental Justice Element Update and Safety Element Updates.

Director of Community Development Kith presented the Mitigated Negative Declaration Report.

The City Council received and filed the presentation of the Proposed 2021-2029 Housing Element and Safety Element Update to the General Plan. There was no action taken by the City Council.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Manager Kimball announced the next regular City Council meeting on February 7, 2022.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Rodriguez thanked staff for their engagement with LeSar on the Homelessness Plan.

Councilmember Montañez thanked staff and Council for the robust discussion and thanked the community for the support at the Tree People NFL Green Tree Planting event.

Councilmember Ballin thanked Houseal Lavigne Representative Robert Kain for the presentation and expressed her appreciation for Councilmember Montañez and Tree People for planting a pine tree in memory of her parents, Mr. and Mrs. Galindo.

Vice Mayor Pacheco thanked staff for their work.

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MINUTES – Special Meeting January 31, 2022

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Mayor Mendoza expressed thanks to staff, stated Maritza Duarte from the Las Palmas Senior Club requested a donation of \$700 towards the Mother's Day Senior Dinner Dance, reported San Fernando Library hours have been limited and suggested submitting a letter to the Los Angeles County Library director recommending re-opening the library at the pre-pandemic hours, mentioned she attended Police Chief Vairo end of watch and wished him well in his retirement and noted she attended the Tree Planting event.

City Manager Kimball stated staff would submit correspondence to the library Director asking to open the library with pre-pandemic hours.

ADJOURNMENT (9:25 p.m.)

Mayor Mendoza adjourned the meeting to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the January 31, 2022, special meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**FEBRUARY 21, 2023 – 5:15 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Rodriguez called the special meeting to order at 5:15 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Cindy Montañez (via teleconference) Joel Fajardo, and Mary Solorio

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

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve the agenda.
Motion carried, unanimously.

PUBLIC STATEMENTS - WRITTEN/ORAL

1. Sylvia Ballin spoke in support of City Manager Nick Kimball.
2. Julio Martinez spoke in support of City Manager Nick Kimball.
3. Rosie Lopez submitted correspondence in support of City Manager Nick Kimball and Police Chief Fabian Valdez.
4. Patty Lopez submitted correspondence in support of City Manager Nick Kimball.
5. No name, submitted correspondence in support of City Manager Nick Kimball.

RECESS TO CLOSED SESSION (5:28 P.M.)

By consensus, Councilmembers recessed to Closed Session.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – FEBRUARY 21, 2023**

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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 were no reportable action as a result of the Closed Session meeting held on February 21, 2023, at 5:15 p.m.

ADJOURNMENT

The City Council adjourned the special meeting to the regular meeting of February 21, 2023, at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of February 21, 2023, Special Meeting, as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: March 6, 2023

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 23-031 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than 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. 23-031, including:
Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 23-031

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, ALLOWING AND APPROVING FOR PAYMENT DEMANDS
PRESENTED ON DEMAND / WARRANT REGISTER NO. 23-021**

**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 6th day of March 2023.

Celeste T. Rodriguez, 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. 23-031, 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 6th day of March, 2023, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of March, 2023.

Julia Fritz, City Clerk

EXHIBIT "A"

RES. NO. 23-031

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03/01/2023 12:37:35PM

Voucher List

CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230428	3/6/2023	887462 AIRGAS USA, LLC	9134404485		SAFETY SUPPLIES 001-311-0000-4300	129.36
			9134404486		SAFETY SUPPLIES 001-311-0000-4300	38.81
			9134515733		SAFETY SUPPLIES 001-311-0000-4300	94.29
					Total :	262.46
230429	3/6/2023	894078 AMERICAN BUSINESS BANK	P11		5% RETENTION HELD-SF PARK INFILTRATION 010-2037	14,371.65
					Total :	14,371.65
230430	3/6/2023	887270 AMERICAN TRANSPORTATION SYSTEM	128262		PANCHO VILLA DAY TRIP-03/12/23 007-440-0443-4260	1,425.70
					Total :	1,425.70
230431	3/6/2023	893776 AMERICAN TRASH MANAGEMENT	INV010563	12867	ENGINEERING & DESIGN SVCS FOR TIRE 023-341-6556-4600	3,000.00
					Total :	3,000.00
230432	3/6/2023	100188 ANDY GUMP INC.	INV1003402	12762	PORTABLE RESTROOM SERVICE FOR 070-384-0000-4260	336.34
			INV1003403	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	217.28
			INV1003404	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	336.49
					Total :	890.11
230433	3/6/2023	893887 ANTHEM SPORTS	361146	12743	SPORTS PROGRAM EQUIPMENT 017-420-1330-4300	216.60
					Total :	216.60
230434	3/6/2023	894187 ARBITER INCORPORATED	2405		MISC BACKFLOW PARTS 070-383-0000-4310	69.45
					Total :	69.45

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Voucher List

CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230435	3/6/2023	102530 AT & T	818-270-2203		PD NETWORK LINE 001-222-0000-4220	232.73
					Total :	232.73
230436	3/6/2023	889037 AT&T MOBILITY	287277903027X0208202		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	101.19
					Total :	101.19
230437	3/6/2023	892412 AT&T MOBILITY	287297930559x0210202		MDT MODEMS-PD UNITS-JAN 2023 001-222-0000-4220	928.07
					Total :	928.07
230438	3/6/2023	889942 ATHENS SERVICES	13832997	12725 12725	STREET SWEEPING SERVICES-FEB 20 011-311-0000-4260 001-343-0000-4260	8,600.39 6,173.01
					Total :	14,773.40
230439	3/6/2023	893013 AYSON, LEILANI	FEB 2023	12692 12692	FITNESS CLASS INSTRUCTOR 017-420-1337-4260 026-420-0887-4260	237.00 15.00
					Total :	252.00
230440	3/6/2023	894298 B & B FIELD SERVICES	2141		PUMP REPAIR 070-383-0000-4260	580.00
					Total :	580.00
230441	3/6/2023	889913 BALLIN, SYLVIA	FEB 2023 JAN 2023		GLACVCD TRUSTEE MEMBER STIPEND 001-190-0000-4111 GLACVCD TRUSTEE MEMBER STIPEND 001-190-0000-4111	150.00 150.00
					Total :	300.00
230442	3/6/2023	890546 BARAJAS, CRYSTAL	SEPT 2022	12868	MARIACHI MASTER APPRENTICE PRG 001-424-0000-4430	760.00
					Total :	760.00
230443	3/6/2023	892784 BARAJAS, MARIA BERENICE	FEB 2023	12683	FITNESS CLASS INSTRUCTOR 017-420-1337-4260	948.00

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Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230443	3/6/2023	892784 BARAJAS, MARIA BERENICE	(Continued)	12683	026-420-0887-4260	60.00
					Total :	1,008.00
230444	3/6/2023	888443 BAVCO	196032		TEST KIT CALIBRATION CHECK 070-383-0000-4260	212.80
					Total :	212.80
230445	3/6/2023	892426 BEARCOM	5504408	12693	MAINTENANCE AGREEMENT FOR RAD 001-135-0000-4260	218.30
			5507297	12693	FEB'23-MAINTENANCE AGREEMENT F 001-135-0000-4260	12,557.13
					Total :	12,775.43
230446	3/6/2023	893591 BIOMEDICAL WASTE DISPOSAL	122454		BIOMEDICAL WASTE PICK UP & DISPO 001-222-0000-4260	100.00
					Total :	100.00
230447	3/6/2023	888800 BUSINESS CARD	010223		CITY EMAIL-JAN 2022 001-135-0000-4260	1,681.37
			010323		CALENDAR 001-115-0000-4300	9.91
			010323		FIELD MARKING EQUIPMENT 017-420-1330-4300	269.96
			010523		SCOREKEEPING SUPPLIES 017-420-1330-4300	139.84
			010623		RANGE COVERS 001-424-0000-4300	124.36
			010823		ANNUAL SUBSCRIPTION 001-105-0000-4270	71.99
			010923		CONDOLENCE ARRANGEMENT 001-101-0000-4300	132.28
			011023		RANGE COVER 001-424-0000-4300	50.70
			011023		MONTHLY SUBSCRIPTIONS 001-135-0000-4260	224.10
			011023		PARK SIGNAGE	

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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
230447	3/6/2023	888800 BUSINESS CARD	(Continued)		001-420-0000-4300	1,111.54
			011423		SENIOR PROGRAM PRIZES 004-2380	23.13
			011523		ANNUAL SUBSCRIPTION 001-105-0000-4270	588.00
			011623		DATA CABLE 001-222-0000-4300	10.97
			011723		DINNER FOR CC & STAFF-CC MTG 01/1 001-101-0000-4300	114.66
			011823		RGSTR-ICA WINTER SEMINAR 001-101-0113-4370	750.00
			012223-1		CELL PHONE CASE 043-390-0000-4300	62.39
			012223-2		MOUNTING BRACKET 043-390-0000-4300	40.78
			012223-3		SENIOR CLUB SUPPLIES 004-2346	26.44
			012523		BUSINESS CARDS 001-152-0000-4300	45.43
					001-150-0000-4300	181.72
			012523		CONFERENCE REGISTRATION 001-422-0000-4370	515.00
			012523		AIRFARE-2023 SXSW CONFERENCE 001-105-0000-4370	464.96
			012523-2		CONFERENCE REGISTRATION 001-422-0000-4370	325.00
			012623		TELEVISION 043-390-0000-4300	220.49
			012623		BLANK JERSEYS & HATS 017-420-1330-4300	2,123.84
			012723		SENIOR CLUB SUPPLIES 004-2346	82.28
			123022		SCOREKEEPING SUPPLIES 017-420-1330-4300	176.20
			123122		SCOREKEEPING SUPPLIES 017-420-1330-4300	7.36

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EXHIBIT "A"

RES. NO. 23-031

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03/01/2023 12:37:35PM

Voucher List

CITY OF SAN FERNANDO

Page: 5

Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230447	3/6/2023	888800 BUSINESS CARD	(Continued) 123122		PRINTER SERVICED 001-130-0000-4260	165.00
					Total :	9,739.70
230448	3/6/2023	888800 BUSINESS CARD	020623		AIRFARE-PAS CALIBRATION COURSE 001-222-0000-4360	327.96
			020923		001-225-0000-4360 LUNCH FOR ORAL BOARD	327.96
			020923		001-222-0000-4270 AIRFARE-CPOA LEGISLATION SUMMIT	122.53
			021523		001-222-0000-4360 FIREARM TRAINING TARGETS	97.96
					001-222-0000-4300	185.32
					Total :	1,061.73
230449	3/6/2023	892006 CALIFORNIA CONTRACT CITIES	3672		ANNUAL MEMBERSHIP 07/01/22-06/30/ 001-190-0000-4380	3,800.00
					Total :	3,800.00
230450	3/6/2023	100559 CALIFORNIA PEACE OFFICERS'	346520		RGSTR-PUBLIC RECORDS ACT 001-222-0000-4300	250.00
			346540		RGSTR-PUBLIC RECORDS ACT 001-222-0000-4360	250.00
					Total :	500.00
230451	3/6/2023	892465 CANON SOLUTIONS AMERICA, INC.	6003150426		COPIER MAINTENANCE & COPIES-JUL 001-135-0000-4260	298.54
			6003150430	12850	COPIER MAINTENANCE & COPIES-AUC 001-135-0000-4260	298.54
			6003150434	12850	COPIER MAINTENANCE & COPIES-SEF 001-135-0000-4260	298.54
			6003150441	12850	COPIER MAINTENANCE & COPIES-OC1 001-135-0000-4260	298.54
			6003150573	12850	COPIER MAINTENANCE & COPIES-NO 001-135-0000-4260	298.54
			6003150592	12850	COPIER MAINTENANCE & COPIES-DEC 001-135-0000-4260	298.54

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230451	3/6/2023	892465 CANON SOLUTIONS AMERICA, INC.	(Continued)		001-135-0000-4260	298.54
			6003151691	12850	COPIER MAINTENANCE & COPIES-JAN 001-135-0000-4260	298.54
			6003272569	12850	COPIER MAINTENANCE & COPIES-FEE 001-135-0000-4260	298.54
					Total :	2,388.32
230452	3/6/2023	894010 CHARTER COMMUNICATIONS	10328020523		CITY HALL CABLE-02/05-03/04 001-190-0000-4220	164.94
			283057020523		LP PARK CABLE SRVS-02/05-03/04 001-420-0000-4260	260.90
					Total :	425.84
230453	3/6/2023	887917 CHIASSON, COURTNEY JAMES	REIMB.		REFRESHMENTS-CPOA TRAINING 001-222-0000-4300	107.00
					Total :	107.00
230454	3/6/2023	101957 CITY OF LOS ANGELES, FIRE DEPT	SF230000008		FIRE SERVICES-FEB 2023 001-500-0000-4260	257,072.99
			SF230000009		FIRE SERVICES-MAR 2023 001-500-0000-4260	257,072.99
					Total :	514,145.98
230455	3/6/2023	103029 CITY OF SAN FERNANDO	5109-5147		REIMB. TO WORKERS COMP ACCT 006-1038	9,621.25
					Total :	9,621.25
230456	3/6/2023	893824 COMPLETE OFFICE	4025216-0		BREAK ROOM SUPPLIES 001-222-0000-4300	426.86
					Total :	426.86
230457	3/6/2023	100805 COOPER HARDWARE INC.	133022	12799	MISC. SUPPLIES FOR P.W. OPERATION 043-390-0000-4300	59.40
					Total :	59.40
230458	3/6/2023	892687 CORE & MAIN LP	R992806	12755	WATER & FIRE SERVICE LINE MATERI/ 070-385-0700-4600	5,266.47

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230458	3/6/2023	892687 CORE & MAIN LP	(Continued) S219031			
			S221940	12755	WATER & FIRE SERVICE LINE MATERI# 070-385-0700-4600	307.94
			S232653	12755	WATER & FIRE SERVICE LINE MATERI. 070-385-0700-4600	839.87
			S260335	12755	WATER & FIRE SERVICE LINE MATERI# 070-385-0700-4600	1,225.59
				12755	WATER & FIRE SERVICE LINE MATERI# 070-385-0700-4600	5,469.69
					Total :	13,109.56
230459	3/6/2023	102003 COUNTY OF LOS ANGELES	RE-PW-23021303650		PERMIT CONSTRUCTION INSPECTION 010-310-0620-4600	296.84
			RE-PW-23021303835	12747	INDUSTRIAL WASTE CHARGES 072-360-0000-4450	204.39
			RE-PW-23021303855	12747	INDUSTRIAL WASTE CHARGES 072-360-0000-4450	3,836.65
					Total :	4,337.88
230460	3/6/2023	892888 CWE	23061		REGIONALPARK INFILTRATION PROJE# 010-310-0620-4600	121,347.91
			23068	12523	WATER & WASTEWATER ENGINEERING 070-385-0560-4600	17,236.63
				12630	072-365-0560-4600	17,236.63
					Total :	155,821.17
230461	3/6/2023	887121 DELL MARKETING L.P.	10650853459		VLA WINDOWS SERVER PER 2 CORE L 001-135-0000-4300	175.58
				12856		Total : 175.58
230462	3/6/2023	100960 DIEDIKER, VIRGINIA	JULY - SEPT 2022		MMAP GRANT ASSISTANT 004-2359	885.00
					108-424-3658-4260	540.00
					Total :	1,425.00
230463	3/6/2023	888951 DOMINGUEZ, WALTER	TRAVEL-8		PER DIEM-SUPERVISORY LEADERSHIP 001-225-0000-4360	135.00

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230463	3/6/2023	888951 888951 DOMINGUEZ, WALTER	(Continued)			Total : 135.00
230464	3/6/2023	894232 EAGLE PRINT DYNAMICS	10755-01		UNIFORM PANTS 001-222-0000-4300	391.43
			517041		CREDIT 001-222-0000-4300	-248.81
					Total :	142.62
230465	3/6/2023	894082 ELIAS, LILIA LETICIA	031823		SENIOR DANCE CLEAN UP SERVICE-0 004-2380	208.00
					Total :	208.00
230466	3/6/2023	890401 ENVIROGEN TECHNOLOGIES INC	0013855-IN	12737	DEC-MAINT. REPAIR, PARTS, LABOR & 070-384-0857-4260	7,814.52
			0013933-IN	12737	JAN-MAINT., REPAIR, PARTS, LABOR & 070-384-0857-4260	7,814.52
					Total :	15,629.04
230467	3/6/2023	890879 EUROFINS EATON ANALYTICAL, INC	3800015748		ENVIRONMENTAL DRINKING WTR LAB 070-384-0000-4260	382.00
			3800015752	12731	ENVIRONMENTAL DRINKING WTR LAB 070-384-0000-4260	231.00
			3800016784	12731	ENVIRONMENTAL DRINKING WTR LAB 070-384-0000-4260	1,275.00
			8100034793	12731	ENVIRONMENTAL DRINKING WTR LAB 070-384-0000-4260	390.00
			C0004103	12731	ENVIRONMENTAL DRINKING WTR LAB 070-384-0000-4260	3,566.00
			C0004200	12731	ENVIRONMENTAL DRINKING WTR LAB 070-384-0000-4260	1,782.00
			C0004241	12731	ENVIRONMENTAL DRINKING WTR LAB 070-384-0000-4260	237.00
					Total :	7,863.00
230468	3/6/2023	889628 FBI-LEEDA	68473757-23		2023 MEMBERSHIP DUES 001-222-0000-4380	50.00
					Total :	50.00

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230469	3/6/2023	892198 FRONTIER COMMUNICATIONS	209-150-5250-81292		RADIO REPEATER-PD	
			209-151-4942-041191		001-222-0000-4220	46.61
			209-151-4943-081292		CITY YARD AUTO DIALER	
			209-188-4363-031892		070-384-0000-4220	60.72
					RADIO REPEATER-PD	
					001-222-0000-4220	46.61
					VARIOUS PHONE LINES	
					001-190-0000-4220	102.14
					070-384-0000-4220	323.88
					001-420-0000-4220	260.79
			818-361-0901-051499		SEWER FLOW MONITORING	
			818-361-2385-012309		072-360-0000-4220	72.12
					MTA PHONE LINE	
					007-440-0441-4220	61.50
			818-361-2472-031415		001-190-0000-4220	123.00
					PW PHONE LINE	
					070-384-0000-4220	588.94
			818-361-3958-091407		CNG STATION	
					074-320-0000-4220	53.65
			818-361-7825-120512		RUDY ORTEGA PARK IRR SYSTEM	
					001-420-0000-4220	72.00
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE	
					001-222-0000-4220	61.86
			818-837-2296-031315		VARIOUS CITY HALL LINES	
					001-310-0000-4220	363.63
			818-837-2296-031315		VARIOUS CITY HALL PHONES	
					001-190-0000-4220	419.58
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE	
					001-222-0000-4220	44.00
			818-838-1841-112596		ENGINEERING FAX MODEM	
					001-310-0000-4220	45.81
			818-898-7385-033105		LP PARK FAX LINE	
					001-420-0000-4220	48.18
					Total :	2,795.02
230470	3/6/2023	893953 GALE, PAUL JOHN	FEB 2023	12702	SHOTOKAN KARATE CLASSES	
					017-420-1326-4260	292.50

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230470	3/6/2023	893953 GALE, PAUL JOHN	(Continued)	12702	026-420-0887-4260	22.50
					Total :	315.00
230471	3/6/2023	101376 GRAINGER, INC.	9591025466	12761	MISC. SUPPLIES FOR FACILITIES & TR.	
			9592199567	12761	001-370-0000-4300	115.10
			9592199575	12761	MISC. SUPPLIES FOR FACILITIES & TR.	
			9592721634	12761	043-390-0000-4300	108.71
			9595839086	12761	MISC. SUPPLIES FOR FACILITIES & TR.	
			9601609358	12761	043-390-0000-4300	430.94
			9602370927	12761	MISC. SUPPLIES FOR FACILITIES & TR.	
			9602370935	12761	043-390-0000-4300	84.31
			9603720278	12761	MISC. SUPPLIES FOR FACILITIES & TR.	
			9603891350	12761	043-390-0000-4300	193.61
					MISC. SUPPLIES FOR FACILITIES & TR.	
					041-320-0000-4300	237.39
					MISC. SUPPLIES FOR FACILITIES & TR.	
					070-384-0000-4300	27.10
					MISC. SUPPLIES FOR FACILITIES & TR.	
					043-390-0000-4300	420.72
					MISC. SUPPLIES FOR FACILITIES & TR.	
					070-384-0000-4300	68.31
					MISC. SUPPLIES FOR FACILITIES & TR.	
					043-390-0000-4300	327.44
					Total :	2,013.63
230472	3/6/2023	893344 GRAND ELECTRICAL SUPPLY	200968		MATL'S FOR STREET LIGHT REPAIR	
			200980		027-344-0000-4300	82.69
					MATL'S FOR STREET LIGHT REPAIR	
					027-344-0000-4300	142.84
					Total :	225.53
230473	3/6/2023	893804 INDUSTRIAL SHOEWORCS	1100-1357223		SAFETY BOOTS	
					001-312-0000-4325	100.00
					Total :	100.00
230474	3/6/2023	892682 IPS GROUP, INC.	INV80981		WEB BASED DATA MGMT FEE & CREDI	

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230474	3/6/2023	892682 IPS GROUP, INC.	(Continued)	12759	029-335-0000-4260	648.06
					Total :	648.06
230475	3/6/2023	892769 IRDOR INC.	060323		SENIOR TRIP-MARIACHI USA 004-2383	2,450.00
					Total :	2,450.00
230476	3/6/2023	891777 IRRIGATION EXPRESS	15266702-00	12809	IRRIGATION SUPPLIES FOR REPAIRS & 070-384-0000-4300	367.05
			15266749-00		CREDIT	
					070-384-0000-4300	-317.52
			15266782	12809	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	30.35
					Total :	79.88
230477	3/6/2023	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-36	12145	UPPER RESERVOIR REPL CONSTR. M 070-385-0716-4600	27,873.28
					Total :	27,873.28
230478	3/6/2023	894321 KASA CONSTRUCTION INC	PP1	12875	CONSTR. SERVS. FOR LAYNE PARK RE 010-420-3669-4600	63,760.37
					010-2037	-3,188.02
					Total :	60,572.35
230479	3/6/2023	891794 KIMBALL, NICK	TRAVEL		PER DIEM-2023 LEAGUE OF CA. CITIES 001-105-0000-4370	100.00
					Total :	100.00
230480	3/6/2023	101768 KIMBALL-MIDWEST	100714716		MISC SUPPLIES 041-1215	776.31
					Total :	776.31
230481	3/6/2023	101990 L.A. COUNTY METROPOLITAN	6018619		TAP CARDS-JAN 2023 007-440-0441-4260	400.00
					Total :	400.00
230482	3/6/2023	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN	

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230482	3/6/2023	101971 L.A. MUNICIPAL SERVICES	(Continued)		070-384-0000-4210	131.01
			500-750-1000		ELECTRIC-13655 FOOTHILL	
			594-750-1000		070-384-0000-4210	200.33
					ELECTRIC-12900 DRONFIELD	
			657-750-1000		070-384-0000-4210	2,345.27
					ELECTRIC-14060 SAYRE	
			694-750-1000		070-384-0000-4210	1,750.11
					ELECTRIC & WATER-13180 DRONFIELD	
			993-750-1000		070-384-0000-4210	5,186.84
					WATER-13003 BORDEN	
					070-384-0000-4210	236.22
					Total :	9,849.78
230483	3/6/2023	101811 LACPCA	TRAVEL		RGSTR-2023 TRI COUNTY SPRING COI 001-222-0000-4360	300.00
					Total :	300.00
230484	3/6/2023	101873 LEAGUE OF CALIFORNIA CITIES	643531		2023 MEMBERSHIP DUES 001-190-0000-4380	9,437.00
					Total :	9,437.00
230485	3/6/2023	894319 LENCHITAS TORTILLERIA	021123		TAMALES-SENIOR CLUB DANCE 004-2380	270.00
					Total :	270.00
230486	3/6/2023	893292 LOCAL GOVERNMENT	624	12772	SENATE BILL90 STATE MANDATE COS 001-130-0000-4270	1,750.00
					Total :	1,750.00
230487	3/6/2023	101974 LOS ANGELES COUNTY	JAN 2023	12817	ANIMAL CARE & CONTROL SERVICES 001-190-0000-4260	6,666.52
					Total :	6,666.52
230488	3/6/2023	892477 LOWES	9754-01423		PAINT-REC PARK BALLFIELD LIGHT PC 043-390-0000-4300	29.04
			9754-02716		PAINT-REC PARK BALLFIELD LIGHT PC	

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230488	3/6/2023	892477 LOWES	(Continued)		043-390-0000-4300	78.21
					Total :	107.25
230489	3/6/2023	102041 LYNN PEAVEY COMPANY	397534		EVIDENCE TAPE	
					001-222-0000-4300	209.85
					Total :	209.85
230490	3/6/2023	888468 MAJOR METROPOLITAN SECURITY	1109806		ALARM MONITORING AT ALL CITY FACI	
			1109807	12710	043-390-0000-4260	25.00
			1109808	12710	ALARM MONITORING AT ALL CITY FACI	15.00
			1109809	12710	043-390-0000-4260	25.00
			1109810	12710	ALARM MONITORING AT ALL CITY FACI	25.00
			1109811	12710	043-390-0000-4260	15.00
			1109812	12710	ALARM MONITORING AT ALL CITY FACI	15.00
			1109813	12710	043-390-0000-4260	15.00
			1109814	12710	ALARM MONITORING AT ALL CITY FACI	25.00
			1109815	12710	043-390-0000-4260	15.00
			1109816	12710	ALARM MONITORING AT ALL CITY FACI	15.00
			1109817	12710	043-390-0000-4260	15.00
			1109818	12710	ALARM MONITORING AT ALL CITY FACI	28.00
			1109819	12710	070-384-0000-4260	23.00
			1109820	12710	ALARM MONITORING AT ALL CITY FACI	28.00

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230490	3/6/2023	888468 MAJOR METROPOLITAN SECURITY	(Continued)	12710	070-384-0000-4260	28.00
					Total :	312.00
230491	3/6/2023	894341 MARTINEZ, MARGARITA T.	MARCH 2023		MUSIC FOR SENIOR CLUB DANCE - 03	
					004-2380	1,200.00
					Total :	1,200.00
230492	3/6/2023	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	
					001-420-0000-4220	36.93
					Total :	36.93
230493	3/6/2023	893200 MCKESSON MEDICAL-SURGICAL	20274045		MEDICAL SUPPLIES	
			20274492		001-225-0000-4350	19.10
			20281437		MEDICAL SUPPLIES	198.06
					001-225-0000-4350	58.20
					Total :	275.36
230494	3/6/2023	894221 MELTON, ERICA D.	17-25		PETTY CASH REIMBURSEMENT	
					001-105-0000-4300	9.50
					001-106-0000-4220	26.26
					001-106-0000-4270	10.00
					001-222-0000-4300	63.72
					001-222-0000-4360	10.00
					001-310-0000-4300	53.05
					001-424-0000-4300	35.53
					Total :	208.06
230495	3/6/2023	892140 MICHAEL BAKER	1156305		CDBG ADMINISTRATIVE & LABOR COM	
			1157496	12819	026-311-0182-4260	3,360.00
			1161667	12819	CDBG ADMINISTRATIVE & LABOR COM	3,995.00
			1163594	12819	026-311-0182-4260	5,225.00
					CDBG ADMINISTRATIVE & LABOR COM	

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230495	3/6/2023	892140 MICHAEL BAKER	(Continued)			
			116867	12819	026-311-0182-4260	3,190.00
				12819	CDBG ADMINISTRATIVE & LABOR COM	
			1169519		026-311-0182-4260	2,415.00
				12819	CDBG ADMINISTRATIVE & LABOR COM	
					026-311-0182-4260	2,745.00
					Total :	20,930.00
230496	3/6/2023	102226 MISSION LINEN SUPPLY	518721926		LAUNDRY SERVICE FOR PD	
				12685	001-225-0000-4350	281.12
			518763014		LAUNDRY SERVICE FOR PD	
				12685	001-225-0000-4350	281.12
					Total :	562.24
230497	3/6/2023	894310 MLA GREEN INC	18637		CONSTRUCTION SUPPORT FOR PACO	
				12853	010-311-0551-4600	1,755.00
			18716		CONSTRUCTION SUPPORT FOR PACO	
				12853	010-311-0551-4600	7,522.50
					Total :	9,277.50
230498	3/6/2023	893973 MORENO, JENNIFFER	REIMB.		SUPPLIES FOR SENIOR CLUB ACTIVITI	
					004-2346	207.58
					001-420-0000-4390	16.13
					Total :	223.71
230499	3/6/2023	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD AND SUPPLIES	
					001-225-0000-4270	214.06
					Total :	214.06
230500	3/6/2023	102325 NAPA AUTO PARTS	6410-124222		MISC SUPPLIES	
					070-383-0000-4310	4.49
					Total :	4.49
230501	3/6/2023	102333 NATIONAL BUSINESS FURNITURE	MK589923-TDQ		PARTITIONS AND DIVIDERS	
				12859	043-390-0000-4500	1,449.49
					Total :	1,449.49
230502	3/6/2023	102423 OCCU-MED, INC.	0223901		PRE-EMPLOYMENT PHYSICALS	

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230502	3/6/2023	102423 OCCU-MED, INC.	(Continued)			
					001-106-0000-4260	1,839.25
					Total :	1,839.25
230503	3/6/2023	894100 ODP BUSINESS SOLUTIONS , LLC	287208065001		OFFICE SUPPLIES	
			290136092001		001-222-0000-4300	168.65
					CREDIT	
			290171141001		070-381-0000-4300	-46.62
					CREDIT	
			291248010001		070-381-0000-4300	-116.16
					OFFICE SUPPLIES	
			291510501001		001-130-0000-4300	82.08
					OFFICE SUPPLIES	
			291510981001		074-320-0000-4300	15.42
					OFFICE SUPPLIES	
			291724925001		041-320-0000-4310	175.29
					OFFICE SUPPLIES	
			291725949001		070-381-0000-4300	39.04
					OFFICE SUPPLIES	
			292080489001		070-381-0000-4300	29.59
					OFFICE SUPPLIES	
			292082152001		001-222-0000-4300	509.36
					OFFICE SUPPLIES	
			293093514001		001-222-0000-4300	40.45
					OFFICE SUPPLIES	
					001-222-0000-4300	121.03
					Total :	1,018.13
230504	3/6/2023	894123 OLIVAREZ MADRUGA LAW	20978		LEGAL SERVICES	
					001-110-0000-4270	22,289.69
					072-110-0000-4270	399.00
			20979		LEGAL SERVICES	
					001-110-0000-4270	567.00
					Total :	23,255.69
230505	3/6/2023	890095 O'REILLY AUTOMOTIVE STORES INC	4605-103187		VEHICLE SERV., MAINT. & REPAIR PAR	
				12754	041-320-0311-4400	19.89

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230505	3/6/2023	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued) 4605-103241		VEHICLE SERV., MAINT. & REPAIR PAR 070-384-0000-4400	77.13
			4605-103372	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0311-4400	33.06
			4605-103485	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-1215	121.53
			4605-104194	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-1215	121.53
			4605-104327	12754	VEHICLE SERV., MAINT. & REPAIR PAR 072-360-0000-4400	158.67
			4605-104328	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-1215	624.75
					Total :	1,156.56
230506	3/6/2023	894024 ORTIZ ENTERPRISES, INC.	P11		SF REGIONAL PARK INFILTRATION PR	
				12650	010-310-0645-4600	18,295.00
				12650	010-310-0620-4600	269,138.00
					010-2037	-14,371.65
					Total :	273,061.35
230507	3/6/2023	889462 PANCHO VILLA'S RESTAURANT	3187		LP CLUB SUNDAY BRUNCH - 03/13/23 004-2383	2,255.56
					Total :	2,255.56
230508	3/6/2023	889545 PEREZ, MARIBEL	REIMB.		MCB SUPPLIES 017-420-1330-4260	124.89
					Total :	124.89
230509	3/6/2023	892957 PIONEER FIRE PROFESSIONALS INC	381863		SERVICE FIRE EXTINGUISHER FLEET 041-320-0000-4260	437.29
			381864		FIRE EXTINGUISHER SERVICE-501 FIR 043-390-0000-4260	60.41
			381865		FIRE EXTINGUISHER SERVICE-PIONEER 043-390-0000-4260	45.31
			381866		FIRE EXTINGUISHER SERVICE-LP PAR 043-390-0000-4260	196.24

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230509	3/6/2023	892957 PIONEER FIRE PROFESSIONALS INC	(Continued) 381867		FIRE EXTINGUISHER SERVICE-CITY H/	
			381868		043-390-0000-4260	151.03
			381869		FIRE EXTINGUISHER SERVICE-WELLS.	
			381870		043-390-0000-4260	241.52
			381871		FIRE EXTINGUISHER SERVICE-PW OP:	
			381872		043-390-0000-4260	211.33
					FIRE EXTINGUISHER SERVICE-PD	
					043-390-0000-4260	196.24
					FIRE EXTINGUISHER SERVICE-ELECTI	
					043-390-0000-4260	75.51
					FIRE EXTINGUISHER SERVICE-REC PA	
					043-390-0000-4260	362.28
					Total :	1,977.16
230510	3/6/2023	102688 PROFESSIONAL PRINTING CENTERS	20956		MCB SPONSORSHIP PAMPHLETS 017-420-1330-4260	165.38
			20982		PRINTING SERVICES	
				12721	070-382-0000-4300	1,212.75
				12721	072-360-0000-4300	1,212.75
					PRINTING SERVICES	
				12721	001-222-0000-4300	164.27
					Total :	2,755.15
230511	3/6/2023	890004 PTS	2099143		PD PAY PHONE-MAR 2023 001-190-0000-4220	65.64
					Total :	65.64
230512	3/6/2023	102738 QUINTERO ESCAMILLA, VIOLETA	FEB 2023		SENIOR MUSIC CLASS INSTRUCTOR 017-420-1323-4260	360.00
				12689		360.00
					Total :	360.00
230513	3/6/2023	892856 SALAS, JUAN	REIMB.		SUPPLIES 004-2380	30.27
					001-422-0000-4300	73.44
					001-420-0000-4390	1.63

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230513	3/6/2023	892856 892856 SALAS, JUAN	(Continued)			Total : 105.34
230514	3/6/2023	103057 SAN FERNANDO VALLEY SUN	11836		NIB-PROGRAM MANAGEMENT SRVS 001-115-0000-4230	70.88
					Total :	70.88
230515	3/6/2023	103064 SAN GABRIEL VALLEY CITY	011823		MONTHLY MEETING-01/18/23 001-105-0000-4370	35.00
					Total :	35.00
230516	3/6/2023	103184 SMART & FINAL	0188		BREAK ROOM SUPPLIES 001-222-0000-4300	117.18
					Total :	117.18
230517	3/6/2023	103251 STANLEY PEST CONTROL	516367	12773	PEST EXTERMINATION FOR ALL CITY F 043-390-0000-4330	62.00
					Total :	62.00
230518	3/6/2023	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	632718	12714	DOJ LIVESCAN FINGERPRINTING 004-2386	1,722.00
			634656	12714	001-222-0000-4270	32.00
					FINGERPRINTS - JAN 2023 001-106-0000-4270	32.00
					Total :	1,786.00
230519	3/6/2023	888263 SUNBELT RENTALS, INC	135584132-0001		RENTAL OF JUMPING JACK TAMPER 070-383-0000-4260	704.88
					Total :	704.88
230520	3/6/2023	894130 SUNBURST UNIFORMS	1797	12698	UNIFORMS FOR PD PERSONNEL 001-225-0000-4325	1,843.44
			1800	12698	UNIFORMS FOR PD PERSONNEL 001-222-0000-4300	252.93
			1801	12698	UNIFORMS FOR PD PERSONNEL 001-222-0000-4300	110.34
					Total :	2,206.71
230521	3/6/2023	103205 THE GAS COMPANY	084-220-3249		GAS-505 S HUNTINGTON	

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230521	3/6/2023	103205 THE GAS COMPANY	(Continued)		043-390-0000-4210	1,136.08
					Total :	1,136.08
230522	3/6/2023	888821 THE GOODYEAR TIRE & RUBBER CO	35233	12810	TIRES FOR CITY FLEET 041-1215	523.00
			35291	12810	TIRES FOR CITY FLEET 041-1215	197.28
					Total :	720.28
230523	3/6/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490	1024667		MATL'S FOR SIDEWALK REPAIRS 001-311-0000-4300	55.34
			1121599		REPLACEMENT LIGHTS 043-390-0000-4300	49.31
			14768		MATL'S FOR SIDEWALK REPAIR 070-383-0000-4260	514.18
			4024265		GRAVEL-LUCAS SAMPLE STATION 070-384-0000-4320	5.48
			7340617		MATL'S FOR SIDEWALK REPAIRS 001-311-0000-4300	34.59
			8015084		MISC SUPPLIES 041-320-0000-4310	44.67
			90869		EXT CORDS 043-390-0000-4300	170.29
			9091004		EQUIPMENT-RESV #5 070-384-0000-4320	456.34
			9532759		MISC SUPPLIES 001-311-0000-4300	62.74
			9532760		HAND TOOLS 001-370-0000-4300	99.16
			9532761		MISC SUPPLIES 041-320-0000-4320	49.60
					Total :	1,541.70
230524	3/6/2023	888399 TORO ENTERPRISES INC.	16313	12820	PHASE 1 OF ANNUAL STREET RESURF 025-311-0560-4600	207,406.58
				12820	012-311-0560-4600	372,531.50

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230524	3/6/2023	888399 TORO ENTERPRISES INC.	(Continued)			
				12820	008-311-0560-4600	212,364.00
				12820	032-311-0560-4600	9,550.00
					012-2037	-18,626.58
					008-2037	-10,618.20
					032-2037	-477.49
					025-2037	-10,370.33
			16406		PHASE 1 OF ANNUAL STREET RESURF	
					012-2037	-7,574.93
				12820	025-311-0560-4600	25,477.40
				12820	012-311-0560-4600	151,498.50
				12820	032-311-0560-4600	2,170.23
					025-2037	-1,273.87
					032-2037	-108.51
					Total :	931,948.30
230525	3/6/2023	103413 TRANS UNION LLC	01304233		CREDIT CHECK	
					001-222-0000-4260	85.00
					Total :	85.00
230526	3/6/2023	894195 TRIPEPI SMITH	9288		PUBLIC RELATIONS SERVICES	
				12723	001-190-0000-4270	3,320.00
					Total :	3,320.00
230527	3/6/2023	103439 UPS	83154053		COURIER SERVICES	
					001-190-0000-4280	174.69
					Total :	174.69
230528	3/6/2023	894328 VALDEZ, FABIAN	TRAVEL		PER DIEM-LACPCA 2023 TRY COUNTY	
					001-222-0000-4360	80.00
					Total :	80.00
230529	3/6/2023	893647 VALEO NETWORKS	21071		SETUP/INSTALL OF SOFTWARE ON 22	
				12871	110-422-3747-4500	486.00
					Total :	486.00
230530	3/6/2023	891797 VALLEY POWER REPAIRS	07309		EQUIPMENT MAINTENANCE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230530	3/6/2023	891797 VALLEY POWER REPAIRS	(Continued)			
					070-383-0000-4260	416.35
					Total :	416.35
230531	3/6/2023	103557 VASQUEZ & COMPANY LLP	2230137-IN		IMPLEMENTATION OF GASB 87	
				12813	001-130-0000-4270	4,000.00
					Total :	4,000.00
230532	3/6/2023	889644 VERIZON BUSINESS	8068348		CITY HALL LONG DIST	
					001-190-0000-4220	55.23
			8068349		CITY YARD LONG DISTANCE	
					070-384-0000-4220	16.57
			8068350		CITY HALL LONG DISTANCE	
					001-190-0000-4220	27.62
			8068351		POLICE LONG DISTANCE	
					001-222-0000-4220	124.77
			8068352		CITY YARD LONG DISTANCE	
					070-384-0000-4220	11.05
			8068353		PARKS LONG DISTANCE	
					001-420-0000-4220	16.84
			8068888		PW LONG DISTANCE	
					001-310-0000-4220	5.53
			8068899		CITY HALL LONG DISTANCE	
					001-190-0000-4220	60.76
					Total :	318.37
230533	3/6/2023	100101 VERIZON WIRELESS-LA	9927311965		VARIOUS CELL PHONE PLANS	
					072-360-0000-4220	50.25
					001-101-0102-4220	-11.22
					001-101-0108-4220	50.96
					001-105-0000-4220	54.94
					Total :	144.93
230534	3/6/2023	103579 VICA	15231		2023 MEMBERSHIP	
					001-190-0000-4260	750.00
					Total :	750.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230535	3/6/2023	888390 WEST COAST ARBORISTS, INC.	195302-A		ANNUAL CITY TREE TRIMMING SERVIC 001-311-0000-4260	5,548.00
			195544	12788	ANNUAL CITY TREE TRIMMING SERVIC 001-311-0000-4260	5,269.80
			195758	12788	ANNUAL CITY TREE TRIMMING SERVIC 001-346-0000-4260	2,614.50
					Total :	13,432.30
108	Vouchers for bank code :		bank3		Bank total :	2,226,577.19
108	Vouchers in this report				Total vouchers :	2,226,577.19

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230206	2/16/2023	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - FEBRUARY 2023 001-1160	2,202.89
					Total :	2,202.89
230207	2/16/2023	103648 CITY OF SAN FERNANDO	PR 2/17/23		REIMB FOR PAYROLL W/E 2/10/23 001-1003	541,180.89
					007-1003	2,055.75
					017-1003	103.90
					027-1003	2,107.00
					029-1003	2,363.26
					030-1003	4,114.61
					041-1003	6,869.67
					043-1003	22,810.78
					070-1003	54,515.37
					072-1003	13,581.10
					074-1003	376.01
					094-1003	7.62
					110-1003	316.13
					Total :	650,402.09
230208	2/16/2023	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - FEBRUARY 2023 001-1160	176.22
					Total :	176.22
230209	2/16/2023	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - FEBRUARY 2023 001-1160	11,284.53
					Total :	11,284.53
230210	2/16/2023	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - FEBRUARY 2023 001-1160	4,731.77
					Total :	4,731.77
5 Vouchers for bank code : bank3					Bank total :	668,797.50
5 Vouchers in this report					Total vouchers :	668,797.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230211	2/16/2023	891860 CARL WARREN & COMPANY	20206-20226		REIMB. TO ITF ACCT (LIABILITY CLAIM: 006-1037	34,574.23
Total :						34,574.23
1 Vouchers for bank code : bank3						Bank total : 34,574.23
1 Vouchers in this report						Total vouchers : 34,574.23

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230320	3/1/2023	100286 BAKER, BEVERLY	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	148.68
					Total :	148.68
230321	3/1/2023	100916 DEIBEL, PAUL	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
230322	3/1/2023	101781 KISHITA, ROBERT	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	132.25
					Total :	132.25
230323	3/1/2023	101926 LILES, RICHARD	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
230324	3/1/2023	102126 MARTINEZ, MIGUEL	March 2023		CALPERS HEALTH REIMB 070-180-0000-4127	603.64
					Total :	603.64
230325	3/1/2023	891031 ORTEGA, JIMMIE	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
230326	3/1/2023	891032 OTREMBA, EUGENE	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	689.04
					Total :	689.04
230327	3/1/2023	891354 RAMIREZ, ROSALINDA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	132.25
					Total :	132.25
230328	3/1/2023	102940 RUIZ, RONALD	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	587.29
					Total :	587.29
230329	3/1/2023	892782 TIGHE, DONNA	March 2023		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230329	3/1/2023	892782 TIGHE, DONNA	(Continued)		001-180-0000-4127	132.25
					Total :	132.25
10 Vouchers for bank code : bank3						Bank total : 3,232.46
10 Vouchers in this report						Total vouchers : 3,232.46

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230330	3/1/2023	100042 ABDALLAH, ALBERT	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,418.49
					Total :	1,418.49
230331	3/1/2023	100091 AGORICHAS, JOHN	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
230332	3/1/2023	891039 AGUILAR, JESUS	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	415.50
					Total :	415.50
230333	3/1/2023	100104 ALBA, ANTHONY	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	689.04
					Total :	689.04
230334	3/1/2023	891011 APODACA-GRASS, ROBERTA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
230335	3/1/2023	100260 AVILA, FRANK	March 2023		CALPERS HEALTH REIMB 041-180-0000-4127	1,358.28
					Total :	1,358.28
230336	3/1/2023	100306 BARNARD, LARRY	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	879.00
					Total :	879.00
230337	3/1/2023	100346 BELDEN, KENNETH M.	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,342.00
					Total :	1,342.00
230338	3/1/2023	892233 BUZZELL, CAROL	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	148.68
					Total :	148.68
230339	3/1/2023	891350 CALZADA, FRANK	March 2023		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230339	3/1/2023	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	448.36
					Total :	448.36
230340	3/1/2023	100642 CASTRO, RICO	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,834.18
					Total :	1,834.18
230341	3/1/2023	103816 CHAVEZ, ELENA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	587.29
					Total :	587.29
230342	3/1/2023	100752 COLELLI, CHRISTIAN	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,811.06
					Total :	1,811.06
230343	3/1/2023	891014 CREEKMORE, CASIMIRA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
230344	3/1/2023	893711 DAVIS, JAMES	March 2023		CALPERS HEALTH REIMB 072-180-0000-4127	1,534.22
					Total :	1,534.22
230345	3/1/2023	100913 DECKER, CATHERINE	March 2023		CALPERS HEALTH REIMB 070-180-0000-4127	269.02
					Total :	269.02
230346	3/1/2023	100925 DELGADO, RALPH	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	448.36
					Total :	448.36
230347	3/1/2023	100960 DIEDIKER, VIRGINIA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
230348	3/1/2023	100996 DRAKE, JOYCE	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230348	3/1/2023	100996 100996 DRAKE, JOYCE	(Continued)			Total : 269.02
230349	3/1/2023	100995 DRAKE, MICHAEL	March 2023		CALPERS HEALTH REIMB 070-180-0000-4127	269.02 Total : 269.02
230350	3/1/2023	100997 DRAPER, CHRISTOPHER	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,811.06 Total : 1,811.06
230351	3/1/2023	101044 ELEY, JEFFREY	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,949.00 Total : 1,949.00
230352	3/1/2023	891040 FISHKIN, RIVIAN	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 Total : 132.25
230353	3/1/2023	101178 FLORES, ADRIAN	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,325.58 Total : 1,325.58
230354	3/1/2023	101182 FLORES, MIGUEL	March 2023		CALPERS HEALTH REIMB 043-180-0000-4127	1,325.58 Total : 1,325.58
230355	3/1/2023	892103 GAJDOS, BETTY	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 Total : 132.25
230356	3/1/2023	891351 GARCIA, DEBRA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,856.80 Total : 1,856.80
230357	3/1/2023	101281 GARIBAY, SAUL	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	2,280.31 Total : 2,280.31

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230358	3/1/2023	101318 GLASGOW, KEVIN	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,811.06 Total : 1,811.06
230359	3/1/2023	891020 GLASGOW, ROBERT	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	314.00 Total : 314.00
230360	3/1/2023	101333 GODINEZ, FRAZIER C.	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,768.55 Total : 1,768.55
230361	3/1/2023	101409 GUERRA, LAUREN E	March 2023		CALPERS HEALTH REIMB 072-180-0000-4127	587.29 Total : 587.29
230362	3/1/2023	891021 GUIZA, JENNIE	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02
230363	3/1/2023	101415 GUTIERREZ, OSCAR	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 Total : 132.25
230364	3/1/2023	102896 GUZMAN, ROSA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	587.29 Total : 587.29
230365	3/1/2023	891352 HADEN, SUSANNA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	603.64 Total : 603.64
230366	3/1/2023	101440 HALCON, ERNEST	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,342.00 Total : 1,342.00
230367	3/1/2023	891918 HARTWELL, BRUCE	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	689.04

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230367	3/1/2023	891918 891918 HARTWELL, BRUCE	(Continued)			Total : 689.04
230368	3/1/2023	101465 HARVEY, DAVID	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 Total : 132.25
230369	3/1/2023	101466 HARVEY, DEVERY MICHAEL	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,217.00 Total : 1,217.00
230370	3/1/2023	101471 HASBUN, NAZRI A.	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	587.29 Total : 587.29
230371	3/1/2023	891023 HATFIELD, JAMES	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 Total : 689.04
230372	3/1/2023	892104 HERNANDEZ, ALFONSO	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,272.92 Total : 1,272.92
230373	3/1/2023	891024 HOOKER, RAYMOND	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02
230374	3/1/2023	893616 HOUGH, LOIS	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	148.68 Total : 148.68
230375	3/1/2023	101597 IBRAHIM, SAMIR	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	415.50 Total : 415.50
230376	3/1/2023	101694 JACOBS, ROBERT	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 Total : 879.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230377	3/1/2023	892105 KAHMANN, ERIC	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	415.50 Total : 415.50
230378	3/1/2023	101786 KLOTZSCHE, STEVEN	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	448.36 Total : 448.36
230379	3/1/2023	891866 KNIGHT, DONNA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	123.03 Total : 123.03
230380	3/1/2023	892929 LEWIS, WANDA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02
230381	3/1/2023	891043 LIEBERMAN, LEONARD	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 Total : 132.25
230382	3/1/2023	101933 LITTLEFIELD, LESLEY	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02
230383	3/1/2023	102045 LLAMAS-RIVERA, MARCOS	March 2023		CALPERS HEALTH REIMB 070-180-0000-4127	1,361.42 Total : 1,361.42
230384	3/1/2023	102059 MACK, MARSHALL	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	587.29 Total : 587.29
230385	3/1/2023	891010 MAERTZ, ALVIN	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	397.06 Total : 397.06
230386	3/1/2023	888037 MARTINEZ, ALVARO	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,676.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230386	3/1/2023	888037 888037 MARTINEZ, ALVARO	(Continued)			Total : 1,676.48
230387	3/1/2023	102206 MILLER, WILMA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02
230388	3/1/2023	102212 MIRAMONTES, MONICA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	555.22 Total : 555.22
230389	3/1/2023	102232 MIURA, HOWARD	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02
230390	3/1/2023	892106 MONTAN, EDWARD	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	148.68 Total : 148.68
230391	3/1/2023	102365 NAVARRO, RICARDO A	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	448.36 Total : 448.36
230392	3/1/2023	102473 ORDELHEIDE, ROBERT	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,878.60 Total : 1,878.60
230393	3/1/2023	102483 OROZCO, ELVIRA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	148.68 Total : 148.68
230394	3/1/2023	102486 ORSINI, TODD	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	2,039.79 Total : 2,039.79
230395	3/1/2023	102569 PARKS, ROBERT	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,949.00 Total : 1,949.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230396	3/1/2023	102580 PATINO, ARMANDO	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,949.00 1,949.00
230397	3/1/2023	102527 PISCITELLI, ANTHONY	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	448.36 448.36
230398	3/1/2023	891033 POLLOCK, CHRISTINE	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	314.00 314.00
230399	3/1/2023	102735 QUINONEZ, MARIA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,358.28 1,358.28
230400	3/1/2023	891034 RAMSEY, JAMES	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	852.90 852.90
230401	3/1/2023	102864 RIVETTI, DOMINICK	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 879.00
230402	3/1/2023	102936 RUELAS, MARCO	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,856.80 1,856.80
230403	3/1/2023	891044 RUSSUM, LINDA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 132.25
230404	3/1/2023	103005 SALAZAR, TONY	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,325.58 1,325.58
230405	3/1/2023	103118 SENDA, OCTAVIO	March 2023		CALPERS HEALTH REIMB 043-180-0000-4127	1,768.55

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230405	3/1/2023	103118 103118 SENDA, OCTAVIO	(Continued)			Total : 1,768.55
230406	3/1/2023	892107 SHANAHAN, MARK	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	415.50 Total : 415.50
230407	3/1/2023	891035 SHERWOOD, NINA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02
230408	3/1/2023	103175 SKOBIN, ROMELIA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,272.92 Total : 1,272.92
230409	3/1/2023	893677 SOLIS, MARGARITA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	517.13 Total : 517.13
230410	3/1/2023	103220 SOMERVILLE, MICHAEL	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,449.00 Total : 1,449.00
230411	3/1/2023	103394 TORRES, RACHEL	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02
230412	3/1/2023	889588 UFANO, VIRGINIA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 Total : 132.25
230413	3/1/2023	103516 VAIRO, ANTHONY	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,449.00 Total : 1,449.00
230414	3/1/2023	888417 VALDIVIA, LAURA	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230415	3/1/2023	103550 VANICEK, JAMES	March 2023		CALPERS HEALTH REIMB 070-180-0000-4127	1,358.28 Total : 1,358.28
230416	3/1/2023	103562 VASQUEZ, JOEL	March 2023		CALPERS HEALTH REIMB 070-180-0000-4127	1,949.00 Total : 1,949.00
230417	3/1/2023	888562 VILLALPANDO, SEBASTIAN FRANK	March 2023		CALPERS HEALTH REIMB 070-180-0000-4127	415.50 Total : 415.50
230418	3/1/2023	103692 VILLALVA, FRANCISCO	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	1,768.55 Total : 1,768.55
230419	3/1/2023	891038 WAITE, CURTIS	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 Total : 689.04
230420	3/1/2023	103612 WALKER, MICHAEL	March 2023		CALPERS HEALTH REIMB 027-180-0000-4127	210.90 Total : 210.90
230421	3/1/2023	103620 WARREN, DALE	March 2023		CALPERS HEALTH REIMB 072-180-0000-4127	132.25 Total : 132.25
230422	3/1/2023	891036 WATT, DAVID	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 Total : 689.04
230423	3/1/2023	893690 WATTS, STEVE M.	March 2023		CALPERS HEALTH REIMB 072-180-0000-4127	886.89 Total : 886.89
230424	3/1/2023	891037 WEBB, NANCY	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230424	3/1/2023	891037 891037 WEBB, NANCY	(Continued)			Total : 269.02
230425	3/1/2023	103643 WEDDING, JEROME	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 Total : 689.04
230426	3/1/2023	103727 WYSBEEK, DOUDE	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02
230427	3/1/2023	103737 YNIGUEZ, LEONARD	March 2023		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 Total : 689.04
98 Vouchers for bank code : bank3						Bank total : 79,654.22
98 Vouchers in this report						Total vouchers : 79,654.22

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Michael E. Okafor, Personnel Manager

Date: March 6, 2023

Subject: Consideration to Adopt Resolutions Establishing New Job Specifications in the Public Works and Recreation and Community Services Departments and Amending the Fiscal Year 2022-2023 Salary Plan and Table of Organization

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8217 (Attachment "A") establishing new specifications for the following job classifications: Senior Park Maintenance Specialist (Exhibit "1" of Attachment "A"), Senior Sewer Worker (Exhibit "2" of Attachment "A"), Senior Tree Care Specialist (Exhibit "3" of Attachment "A"), Sewer Worker (Exhibit "4" of Attachment "A"), and Social Services Coordinator (Exhibit "5" of Attachment "A");
- b. Adopt Resolution No. 8218 (Attachment "B") amending the Salary Plan to reflect the correct job titles and pay;
- c. Adopt Resolution No. 8219 (Attachment "C") amending the Table of Organization to reflect the correct job titles; and
- d. Authorize the City Manager to initiate the recruitment process for the new job classifications, make non-substantive edits, and execute all related documents as necessary.

BACKGROUND:

1. On June 21, 2022, the City Council approved the Fiscal Year (FY) 2022-2023 Budget, FY 2022-2023 Salary Plan, and FY 2022-2023 Table of Organization that included establishing five (5) new job classifications for Senior Park Maintenance Specialist, Senior Sewer Worker, Senior Tree Care Specialist, Sewer Worker, and Social Services Coordinator.

Consideration to Adopt Resolutions Establishing New Job Specifications in the Public Works and Recreation and Community Services Departments and Amending the Fiscal Year 2022-2023 Salary Plan and Table of Organization

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2. On November 9, 2022, the City initiated the meet and confer process and provided draft job specifications to the San Fernando Public Employees' Association/SEIU Local 721 (SFPEA/SEIU Local 721), which will represent the new positions.
3. On February 23, 2023, the City and SFPEA/SEIU Local 721 reached agreement on the new job specifications.

ANALYSIS:

A job description or specifications defines the general purpose of each new position, as well as spells out the essential duties and responsibilities, as well as the minimum qualifications, physical and mental demands, and projected work environment. Per Article 17.01 of the City's Memorandum of Understanding (MOU) with SFPEA/SEIU Local 721 (Contract No. 1887), the City shall meet and confer with the Union when it is establishing new, or revising existing job descriptions and classifications within the Unit, and the City shall consider the Union's comments and recommendations as it prepares the final job description or specifications for City Council approval.

Staff and SFPEA/SEIU Local 721 have concluded the meet-and-confer process, and agreed to move forward with seeking City Council approval of the new job specifications for Senior Park Maintenance Specialist, Senior Sewer Worker, Senior Tree Care Specialist, Sewer Worker, and Social Services Coordinator. These were among new positions approved by the City Council as part of the FY 2022-2023 Budget, adopted on June 21, 2022, to enhance services in certain critical service areas in Public Works and Recreation and Community Services Departments.

All five positions are already included in the FY 2022-2023 Salary Plan and Table of Organization. However, in addition to adoption of the new job specifications, an amendment to the FY 2022-2023 Salary Plan and Table of Organization is being requested to effect a change in the title of one of the five positions from "Recreation and Community Services Coordinator," to "Social Services Coordinator." This change is necessary to avoid any conflict with the duties of an existing staff member, who occupies the Recreation and Community Services Program Coordinator position, and whose core duties do not include social services functions.

In the Public Works Department, the Senior Park Maintenance Specialist will be responsible to direct a crew and perform a variety of skilled work in the landscape maintenance of parks and other City properties. The Sewer and Senior Sewer Worker positions will perform semi-skilled and skilled jobs in sewer, storm drain, and maintenance of the City's Wastewater and Storm Water Collection Systems and related facilities. The Senior Tree Care Specialist will direct crews and perform a variety of skilled tree maintenance, trimming and removal of trees on City properties.

Consideration to Adopt Resolutions Establishing New Job Specifications in the Public Works and Recreation and Community Services Departments and Amending the Fiscal Year 2022-2023 Salary Plan and Table of Organization

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In the Recreation and Community Services Department, the Social Services Coordinator will be responsible to plan, organize, and coordinate social services programs to enhance the quality of life for the community, including implementing outreach strategies to engage at-risk youths, foster care, and special needs population.

Once the proposed job specifications are approved, the City will commence recruiting to fill these new positions as soon as practical.

BUDGET IMPACT:

There is no additional budget impact. Funding for the Senior Park Maintenance Specialist, Senior Sewer Worker, Senior Tree Care Specialist, Sewer Worker, and Social Services Coordinator is included in the FY 2022-2023 Adopted Budget.

CONCLUSION:

Staff recommends that the City Council approve the proposed job specifications for Senior Park Maintenance Specialist, Senior Sewer Worker, Senior Tree Care Specialist, Sewer Worker, and Social Services Coordinator, and authorize the City Manager to initiate the recruitment process for the new job classifications.

ATTACHMENTS:

- A. Resolution No. 8217, including:
 - Exhibit 1: Senior Park Maintenance Specialist Job Specification
 - Exhibit 2: Senior Sewer Worker Job Specification
 - Exhibit 3: Senior Tree Care Specialist Job Specification
 - Exhibit 4: Sewer Worker Job Specification
 - Exhibit 5: Social Services Coordinator Job Specification
- B. Resolution No. 8218
- C. Resolution No. 8219

RESOLUTION NO. 8217

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING RESOLUTION NO. 4144, ADOPTED
DECEMBER 12, 1966 BY THE ADDITION OF SUPPLEMENT NO. 187
THERETO**

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

SECTION 1: That Resolution No. 4144, adopted on December 12, 1966, and the Position Classification Plan prepared by Griffenhagen-Kroeger, Inc. bearing date of April 1966, as amended by the City Council, be the same as amended by adding thereto Supplement No. 187 (Exhibits "1"- "5") covering important and essential duties, job-related and essential qualifications for the following positions and classifications:

**SENIOR PARK MAINTENANCE SPECIALIST
SENIOR SEWER WORKER
SENIOR TREE CARE SPECIALIST
SEWER WORKER
SOCIAL SERVICES COORDINATOR**

Supplement No. 187 is hereby adopted and approved as the new official job classification and definitions, prescribing important and essential duties, job-related and essential qualifications for the positions and classifications set forth above. Copies of Supplement No. 187 are now on file in the office of the City Clerk. Said Supplement No. 187 is hereby incorporated in and made a part of the Position Classification and Salary Plan for the City of San Fernando.

SECTION 2: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 6th day of March 2023.

Celeste T. Rodriguez, 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. 8217, 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 6th day of March 2023, 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 March, 2023.

Julia Fritz, City Clerk

JOB SPECIFICATION

CLASS TITLE

SENIOR PARK MAINTENANCE SPECIALIST

ADOPTION

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

NON-EXEMPT
GENERAL PURPOSE

Under general supervision, to direct a crew and perform a variety of skilled work in the landscape maintenance of parks and other municipal properties; and perform related work as required.

DISTINGUISHING CHARACTERISTICS

A Senior Park Maintenance Specialist is a senior-level classification in the Operations division. In addition to performing the full range of entry-level and advanced skilled duties, incumbents serve as the lead person of a crew of entry-level maintenance personnel overseeing their work and providing guidance and training as they carry out park and landscape maintenance in the City. Work requires an in-depth understanding of the City's park system, operations and best maintenance practices, and involves significant accountability for ensuring stable, dependable care of the City's parks.

This position reports directly to the Public Works Supervisor. A Senior Park Maintenance Specialist is distinguished from Public Works Supervisor in that an incumbent in the latter class has higher levels of certification and provides full supervision and oversight of the operations, activities and staff in the City's park operations.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Directs, trains, and participates in the landscape maintenance of parks and other municipal properties which includes, but is not limited to: maintaining, irrigating, and fertilizing grounds and planting areas, collecting refuse and litter, performing general grounds cleaning, maintaining and repairing irrigation systems, athletic fields, and equipment, renovating of designated areas, and applying pesticides on lawns, shrubs, and trees.
2. Operates mowers, renovators, sprayers, cultivators, hedge trimmers, and other specialized power equipment; drives light and heavy-duty trucks, tractors, backhoe, skip loader, trencher, and other City vehicles.
3. Ensures safety of property and persons by placing or directing to be placed warning devices and other safety apparatus at job sites and special events; prepares and maintains various written reports.
4. Maintains athletic fields and common plants found in public areas throughout the City.

ESSENTIAL DUTIES AND RESPONSIBILITIES

5. Performs rough carpentry and cement work.
6. Repairs sidewalks and walkways.
7. Assists with inspections of play equipment to assure safe operation.
8. Assists supervisors in the review of landscape and irrigation plans.
9. Fosters a team environment.
10. Provides the public with information regarding the proper use of City parks, facilities, and programs.
11. Assists in the prevention of vandalism and facility abuse.
12. May be required to perform additional functions including, but not limited to, basic tree maintenance and removal.
13. Drives on City business.
14. Responds to emergency call outs.
15. Other related duties, as assigned.

MINIMUM QUALIFICATIONS
KNOWLEDGE OF:

1. Landscape maintenance.
2. Building cleaning and maintenance.
3. Applicable safety rules, practices, and procedures.
4. Irrigation systems.
5. Operating computers and related computer software.

ABILITY TO:

1. Safely perform manual work of a landscape maintenance nature.
2. Follow and give written and oral directions.
3. Use a wide variety of tools and other power equipment used in maintenance of grounds and parks.
4. Use standard and specialized landscape maintenance equipment.

MINIMUM QUALIFICATIONS

5. Implement safety regulations.
6. Learn, comprehend, and apply department policies and regulations.
7. Communicate effectively, both orally and in writing.
8. Maintain records and prepare written reports.
9. Work holidays, weekends, after hours, and outdoors in a variety of weather conditions while exposed to the elements.
10. Work with various segments of the population in a variety of situations.
11. Establish and maintain effective working relationships with supervisors, fellow employees, and the public.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, and five years of experience in general landscape maintenance work; or an equivalent combination of training and experience is required. Experience in a public agency is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C Driver's License, and the ability to maintain insurability under the City's vehicle insurance program are required.

California Department of Pesticide Regulation Qualified Applicator Certificate and/or California Department of Pesticide Regulation Qualified Applicator License are highly desired.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 50 pounds, and occasionally lift and/or move up to 100 pounds.

PHYSICAL AND MENTAL DEMANDS

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses shop math; learns and applies new information and skills; responds to emergency situations; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee regularly works in outside weather conditions, and frequently works near moving equipment and mechanical parts in or near street traffic with significant exposure to unsafe or hazardous drivers; is exposed to wet or humid conditions and vibration; and works in high, precarious places. He/She is exposed to fumes or airborne particles, toxic or caustic chemicals, and biological hazards. The employee is occasionally exposed to loud or prolonged noise and equipment with heavy vibrations, and may be at risk of electrical shock.

The employee may be required to work various shifts and standby at night, on weekends and holidays as needed.

JOB SPECIFICATION

CLASS TITLE

SENIOR SEWER WORKER

ADOPTION

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

NON-EXEMPT
GENERAL PURPOSE

Under general supervision, directs a crew and performs a variety of skilled work in the operation and maintenance of the City's Wastewater and Storm Water Collection Systems and related facilities; and perform related work as required.

DISTINGUISHING CHARACTERISTICS

A Senior Sewer Worker is the senior-level classification in the Sewer Worker series. In addition to performing the full range of entry-level and advanced skilled duties, incumbents serve as the lead person of a crew of entry-level maintenance personnel overseeing their work and providing guidance and training as they carry out maintenance and repair duties. Work requires an in-depth understanding of the City's Sewer Collection System Design, operations and best maintenance practices, and involves significant accountability for ensuring stable, dependable Sewer Collection System Operation.

This position reports directly to the Public Works Supervisor. A Senior Sewer Worker is distinguished from Public Works Supervisor in that an incumbent in the latter class has higher levels of certification and provides full supervision and oversight of the operations, activities and staff in a section of the sewer division.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Directs, trains and participates in the performance of skilled maintenance, operational, inspection, and repair tasks according to required standards to ensure proper flows and minimum interruption of sewer and storm drain systems for commercial, industrial, and residential facilities.
2. Leads and assists crew in repairing, cleaning, and maintaining storm drains, streets, alleys, and other infrastructure.
3. Operates special equipment and devices in the cleaning and maintenance of main sewers.
4. Operates jet rodder, mechanical rodder, vacuum truck, backhoe, dump truck, pneumatic tools, plugs, power equipment, hand tools, shoring equipment, jack hammer and shore jacks.
5. Lays sewer pipe and repairs broken sewer lines.
6. Caulks and cements joints on sewer lines.

ESSENTIAL DUTIES AND RESPONSIBILITIES

7. Reviews CCTV footage of sewer lines.
8. Cleans, repairs, and services manholes, catch basins, and sewer lines with hydrojet, rod or chemicals.
9. Makes excavation backfill to approved standard of compaction.
10. Performs confined space entry; establishes traffic flow by setting up cones, barricades, delineators, and flags to ensure safety of workers.
11. Investigates citizen complaints.
12. Plans and schedules work.
13. Inspects contract work to ensure work is performed according to required standards.
14. Works with employees to correct deficiencies.
15. Implements safety regulations.
16. Maintains computerized and hard copy records, equipment assignments.
17. Promotes public health and safety by relieving sewer blockages and overflows.
18. Maintains the physical strength, agility, and endurance to perform the essential functions of this classification.
19. Provides input to supervisor regarding capacity and operational requirements.
20. Drives on City business, and operates motorized equipment.
21. In emergencies, may be tasked to assist other public works crews as needed.
22. Respond to emergency call outs.
23. Other related duties, as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. The methods, materials, and equipment used in wastewater collection, storm water collection, construction, and maintenance work.
2. Safety regulations.
3. Safety precautions necessary in operation of equipment.

MINIMUM QUALIFICATIONS

4. Scheduling practices of preventative maintenance programs for equipment and Wastewater and Storm Water Collection Systems.
5. Traffic control practices and requirements.
6. Records management, recordkeeping, filing and basic purchasing practices and procedures.
7. Basic computer operations.
8. Principles and practices of sound supervision, training, and performance evaluations.

ABILITY TO:

1. Read plans, cut sheets, engineering drawings and details.
2. Operate equipment utilized in waste and storm water applications such as various types of pipe and couplers, CCTV (closed circuit television) equipment, jet rodder, mechanical rodder, vacuum truck, backhoe, skip loader, dump truck, pneumatic tools, plugs, power equipment, hand tools, shoring and shore jacks.
3. Requisition materials.
4. Implement safety regulations.
5. Communicate effectively orally and in writing.
6. Understand and carry out written and oral directions.
7. Establish and maintain effective working relationships with supervisors, fellow employees, and the public.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, and five years of experience in the wastewater, storm water, or closely related field, including one year at the level of Journeyman or equivalent; or an equivalent combination of training and experience is required. Experience in a public agency is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C Driver's License, and the ability to maintain insurability under the City's vehicle insurance program are required.

A valid California Class "B" Driver's License with tanker endorsements and without air brake restriction or equivalent are required at time of appointment.

MINIMUM QUALIFICATIONS

California Water Environment Association (CWEA) Grade 1 in Collection System Maintenance.

California Water Environment Association (CWEA) Grade 2 in Collection System Maintenance is desirable.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 50 pounds, and occasionally lift and/or move up to 100 pounds.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, the employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses shop math; learns and applies new information and skills; responds to emergency situations; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/ abusive individuals.

WORK ENVIRONMENT

The employee regularly works in outside weather conditions, and frequently works near moving equipment and mechanical parts in or near street traffic with significant exposure to unsafe or hazardous drivers; is exposed to wet or humid conditions and vibration; and works in high, precarious places. He/She is exposed to fumes or airborne particles, toxic or caustic chemicals, and biological hazards, and is occasionally exposed to loud or prolonged noise and equipment with heavy vibrations, and may be at risk of electrical shock.

The employee may be required to work various shifts and standby at night, on weekends and holidays as needed.

JOB SPECIFICATION

CLASS TITLE

SENIOR TREE CARE SPECIALIST

ADOPTION

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

NON-EXEMPT
GENERAL PURPOSE

Under general supervision, to direct a crew and perform a variety of skilled tree maintenance and removal; climb trees and operate aerial devices and other tree maintenance equipment for the purpose of tree and root pruning; and perform related work as required.

DISTINGUISHING CHARACTERISTICS

A Senior Tree Care Specialist is a senior-level classification in the Operations division. In addition to performing the full range of entry-level and advanced skilled duties, incumbents serve as the lead person of a crew of entry-level maintenance personnel overseeing their work and providing guidance and training as they carry out tree maintenance and tree care duties. Work requires an in-depth understanding of the City's tree canopy, operations and best maintenance practices, and involves significant accountability for ensuring stable, dependable care of the City's trees.

This position reports directly to the Public Works Supervisor. A Senior Tree Care Specialist is distinguished from Public Works Supervisor in that an incumbent in the latter class has higher levels of certification, and provides full supervision and oversight of the operations, activities and staff in the City's tree care operations.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Directs, trains, and participates in the trimming, pruning, and maintenance of trees on municipal properties, working from the ground, from ladders, in aerial devices, and by climbing trees with the aid of ropes and climbing saddles.
2. Uses small and large power equipment and hand tools to cut and trim trees.
3. Plants, removes, irrigates, cultivates, applies pesticides, and fertilizes trees and shrubs.
4. Leads the work of tree trimmers who are working on the same assignment.
5. Oversees contractor crews in supervisor's absence.
6. Fosters a team environment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

7. Assists with inspection of trees throughout the City and initiating work orders to trim, spray, or remove trees.
8. May be required to drive a light or heavy-duty truck and/or operate a crane truck.
9. Operates stump remover, root cutters, spray rig, brush chippers, and skip loader and attachments.
10. Cuts and removes concrete and asphalt.
11. Makes minor repairs to irrigation systems.
12. Ensures safety of property and persons by placing or directing to be placed warning devices and other safety apparatus at job sites.
13. Investigates citizen complaints.
14. Inspects contract work to ensure performance according to required standards.
15. Requisition materials; prepares and maintains various written reports.
16. May be required to perform additional functions including, but not limited to, landscape maintenance of parks and other municipal properties.
17. Drives on City business.
18. Respond to emergency call outs.
19. Other related duties, as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. The characteristics of shade and ornamental trees used in the urban forest.
2. The methods and equipment used in planting, bracing, spraying, injecting, pruning, trimming, and removing trees and shrubs.
3. Principles and practices of leadership.

ABILITY TO:

1. Observe and ensure safe practices and procedures.
2. Perform heavy manual labor; climb trees using appropriate equipment.

MINIMUM QUALIFICATIONS

3. Operate power saws, shears, axes, pruning tools, ladders, aerial devices, and other standard tree trimming tools and equipment.
4. Operate computers and related computer software.
5. Understand, follow and give written and oral directions.
6. Learn, comprehend, and apply department policies and regulations.
7. Safely drive a light or heavy-duty truck.
8. Communicate effectively, both orally and in writing.
9. Maintain records and prepare written reports.
10. Establish and maintain effective working relationships with supervisors, fellow employees, and the public.
11. Implement safety regulations.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, and five years of experience in general tree maintenance work, including tree trimming and tree climbing, landscape maintenance, horticulture, or related work; or an equivalent combination of training and experience is required. Experience in a public agency is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C Driver's License, and the ability to maintain insurability under the City's vehicle insurance program are required.

A valid California Class "B" Driver's License is required.

Certification as a Certified Tree Worker by the International Society of Arboriculture is highly desired.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms;

PHYSICAL AND MENTAL DEMANDS

perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 50 pounds, and occasionally lift and/or move up to 100 pounds.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses shop math; learns and applies new information and skills; responds to emergency situations; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/ abusive individuals.

WORK ENVIRONMENT

The employee regularly works in outside weather conditions, and frequently works near moving equipment and mechanical parts in or near street traffic with significant exposure to unsafe or hazardous drivers; is exposed to wet or humid conditions and vibration; and works in high, precarious places. He/She is exposed to fumes or airborne particles, toxic or caustic chemicals, and biological hazards. The employee is occasionally exposed to loud or prolonged noise and equipment with heavy vibrations, and may be at risk of electrical shock.

The employee may be required to work various shifts and standby at night, on weekends and holidays as needed.

JOB SPECIFICATION

CLASS TITLE

SEWER WORKER

ADOPTION

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

NON-EXEMPT

GENERAL PURPOSE

Under supervision, performs a variety of semi-skilled jobs in sewer, storm drain, and maintenance activities involving the use of tools and equipment requiring initiative and judgment; to assist senior level staff in the safe operation and maintenance of the City's Wastewater and Storm Water Collection Systems and related facilities; and perform related work as required.

DISTINGUISHING CHARACTERISTICS

A Sewer Worker is the entry level classification in the Sewer Worker series. In addition to performing the full range of essential duties, incumbents work independently exercising judgment and initiative and the ability to operate the full range of tools and mechanical equipment related to a specific assignment. Work requires an understanding of the City's Sewer Collection System Design, operations and best maintenance practices and involves significant accountability for ensuring stable, dependable Sewer Collection System Operation.

This position reports directly to the Public Works Supervisor. A Sewer Worker is distinguished from the Senior Sewer Worker in that an incumbent in the latter class has performs mastery-level duties and may lead a small crew on assigned projects.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Performs semi-skilled maintenance, construction, operation, inspection, and repair tasks according to required standards to ensure proper flows and minimum interruption of Sewer and Storm Drain Systems for commercial, industrial, and residential facilities; cleans and maintains storm drains, streets, alleys, and other infrastructure.
2. Operates special equipment and devices in the cleaning and maintenance of main sewers; maintains proper care of equipment used in work.
3. Operates necessary equipment including light vehicle, motorized equipment, and small skip loader with attachments.
4. Operates jet rodder, mechanical rodder, vacuum truck, backhoe, dump truck, pneumatic tools, plugs, power equipment, hand tools, shoring equipment, jack hammer and shore jacks.
5. Patches and repairs utility cuts, and assists in rough cement work.

ESSENTIAL DUTIES AND RESPONSIBILITIES

6. Helps set forms for manhole rings and domes.
7. Shovels, tamps, and rakes asphalt.
8. Establishes traffic flow by setting up cones, barricades, delineators, and flags to ensure safety of workers; and performs confined space entry.
9. Implements safety regulations.
10. Promotes public health and safety by relieving sewer blockages and overflows.
11. Provides input to senior level staff and other staff regarding capacity and operational requirements.
12. Maintains the physical strength, agility, and endurance to perform the essential functions of this classification.
13. Assists in laying sewer pipe and repairing broken sewer lines.
14. Respond to emergency call outs.
15. Performs other related duties, as assigned.

MINIMUM QUALIFICATIONS
KNOWLEDGE OF:

1. The common tools and materials used in wastewater collection, storm water collection, construction, and maintenance work.
2. Safety regulations and safety precautions necessary in operation of equipment.
3. The methods, materials, and equipment used in wastewater collection, storm water collection, construction, and maintenance work.
4. Safety regulations.
5. Safety precautions necessary in operation of equipment.
6. Traffic control practices and requirements.
7. Records management, recordkeeping, filing and basic purchasing practices and procedures.
8. Basic computer operations.

MINIMUM QUALIFICATIONS

ABILITY TO:

1. Operate a light vehicle or motorized equipment.
2. Work with tools in sewers and heavy traffic areas such as streets, alleys, and intersections.
3. Communicate effectively orally and in writing.
4. Understand and follow oral and written instructions, and rough working diagrams.
5. Work with a small group or alone, and without continuous supervision.
6. Perform work in inclement weather.
7. Lift heavy loads.
8. Establish and maintain effective working relationships with supervisors, fellow employees, and the public.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, and one year of experience in the wastewater, storm water, or closely related field; or an equivalent combination of training and experience is required. Experience in a public agency is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C Driver's License, and the ability to maintain insurability under the City's vehicle insurance program are required.

A valid California Class "B" Driver's License with tanker endorsements and without air brake restriction or equivalent are required at time of appointment.

California Water Environment Association (CWEA) Grade 1 in Collection System Maintenance within 2 years of appointment is desirable.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL AND MENTAL DEMANDS**PHYSICAL DEMANDS**

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 50 pounds, and occasionally lift and/or move up to 100 pounds.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, the employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses shop math; learns and applies new information and skills; responds to emergency situations; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/ abusive individuals.

WORK ENVIRONMENT

The employee regularly works in outside weather conditions, and frequently works near moving equipment and mechanical parts in or near street traffic with significant exposure to unsafe or hazardous drivers; is exposed to wet or humid conditions and vibration; and works in high, precarious places. He/She is exposed to fumes or airborne particles, toxic or caustic chemicals, and biological hazards, and is occasionally exposed to loud or prolonged noise and equipment with heavy vibrations, and may be at risk of electrical shock.

The employee may be required to work various shifts and standby at night, on weekends and holidays as needed.

JOB SPECIFICATION

CLASS TITLE

SOCIAL SERVICES COORDINATOR

ADOPTION

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

NON-EXEMPT
GENERAL PURPOSE

Under direction, plans, organizes and coordinates a social services program(s) providing community support and services; plans, coordinates and implements one or more Citywide programs for a specific constituent group; ensures compliance with program-related regulations, guidelines and grant restrictions; may oversee the operations of a facility; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

A Social Services Coordinator is responsible for coordinating, participating in and monitoring the activities and functions of a social services program or programs. An incumbent is responsible for assisting in the formulation and development of assigned program goals and objectives, supervising, inspecting and participating in the work of assigned personnel, and directing day-to-day work activities. Work involves assisting with the development and monitoring of annual program budgets, supervising and evaluating program development and implementation, and working with various community groups, boards and commissions. Assignments are broad in scope, requiring significant independent decision making and impact on department success.

This position typically reports to the Recreation and Community Services Supervisor and supervises the work of assigned part-time program staff and volunteers.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, assigns, schedules, supervises and evaluates the work of assigned part-time staff and provides lead-level direction to full-time staff, develops, implements and monitors work plans to achieve assigned unit objectives; provides input to the annual budget; makes purchases and other expenditures in accordance with City procedures and monitors performance against the annual budget; participates in developing, implementing and evaluating plans, processes and procedures to achieve established goals and objectives in accordance with department standards; prepares and maintains a variety of records and reports.
2. Interviews and participates in selecting new program staff including contractors and instructors; supervises and evaluates program staff performance; regularly monitors performance and provides training, coaching and mentoring for performance improvement; recommends performance recognition when warranted.

ESSENTIAL DUTIES AND RESPONSIBILITIES

3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and City's mission, objectives and values regarding teamwork, mutual trust and respect; applies best practices and quality assurance processes to assigned areas of responsibility; enforces the maintenance of safe working conditions, and ensures staff follows safe work practices.
4. Implements social services that promote and enhance the quality of life for the community.
5. Coordinates with other agencies to develop, evaluate and promote special services for youths, adults, and seniors.
6. Develops programs and outreach strategies to engage non-U.S. citizens, at-risk youth, foster care, and special needs population.
7. Provides direct services or acts as a resource/referral service for financial literacy, food insecurity, legal assistance, renter's rights, and related services.
8. Networks with service providers; collaborates with the private sector, and implements grant-funded social programs.
9. Organizes, supervises, monitors and evaluates program development, implementation and administration in assigned program area; oversees and evaluates results of needs assessments; identifies, develops, recommends and implements program goals, objectives, curriculum and activities to meet those needs; researches new and innovative programs and trends and adapts and introduces programs to meet community needs; administers program logistics including facility needs, registration, fee collection and promotion; implements program schedules; recruits and coordinates recreation contractors and/or volunteers to carry out applicable program components; monitors program effectiveness; evaluates program effectiveness and recommends changes as needed.
10. Oversees and participates in the direct delivery of services and activities; performs individual needs assessments, identifies applicable programs or services, enrolls individuals and provides program services; provides information and subject-matter expertise for the more difficult and/or complex cases; resolves conflicts among participants; oversees evaluation of services provided; oversees and monitors registration and fee-collection processes.
11. Represents the department with community groups, nonprofit organizations, school officials, municipalities and others; collaborates with community and nonprofit representatives to develop, promote and deliver programs and services; receives, investigates and resolves program-related inquiries, concerns and complaints; may make presentations to commissions, boards and elected officials regarding program-related activities and needs.
12. Coordinates activities and use of facilities, field, stage or equipment; acts as a liaison to sports leagues, community groups and individuals who rent facilities; coordinates development of usage agreements including scheduling of field lighting, usage permits and maintenance schedules; enforces recreational facility and sports fields rules and regulations; ensures a safe, secure and clean environment is maintained

ESSENTIAL DUTIES AND RESPONSIBILITIES

at recreation venues and other facilities; opens and closes facility; responds to after-hour emergencies and issues that arise.

13. Assists with development of program budgets; administers program budgets including reviewing invoices for budget expenditures; maintains program tracking databases; participates in program evaluation, measurement and verification activities; prepares financial, participant and program activity reports for review and distribution within the City and to other interested parties.
14. Oversees and assists in the development, implementation and setup of departmental special events; assists with setup and cleanup for various program activities, meetings and events; contacts vendors to participate and for food orders, marketing materials, supplies and audio visual equipment; handles other meeting and event logistics including soliciting volunteers.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Principles and practices of organizing, planning and conducting recreational, cultural and community activities and programs.
2. City recreation, cultural and community programs, policies and procedures.
3. Developmental and social needs of a diverse youth, teen, adult, senior, disabled and/or special needs population as assigned.
4. The principles, practices, techniques, trends and literature of social services interviewing, casework, diagnosis, and assessment.
5. Principles, practices, concepts and techniques used in customer service, public relations and community outreach.
6. Principles and practices of needs assessment, program implementation and program evaluation.
7. Research methods and data analysis techniques.
8. Safety issues associated with the care of program participants; CPR and first-aid practices and training.
9. Federal, state and local laws, regulations and court decisions governing area of assignment.
10. City organization, rules, policies and procedures applicable to departmental operations.
11. Practices and techniques of sound business communication; correct English usage, including spelling, grammar and punctuation.
12. Principles and practices of administration, budget and personnel management applicable to assigned responsibilities.

MINIMUM QUALIFICATIONS

13. Knowledge of the San Fernando community and issues surrounding quality of life and social needs.
14. Principles and practices of employee supervision.
15. Knowledge of City human resources policies and labor contract provisions.

ABILITY TO:

1. Plan, organize, implement and evaluate activities and operations of assigned programs, projects, events and facilities.
2. Plan, assign, supervise, review, and evaluate the work of professional social service casework and support staff.
3. Identify community service, cultural and recreational needs and recommend appropriate programs and intervention strategies.
4. Develop and administer program goals, objectives and procedures.
5. Assess the effectiveness of daily program activities and operations.
6. Organize, set priorities and exercise sound, independent judgment within areas of responsibility.
7. Compose clear, concise and comprehensive analyses, correspondence, reports, studies, agreements, presentations and other written materials from brief instructions.
8. Analyze problems, evaluate alternatives and recommend effective courses of action.
9. Make referrals to other providers of a variety of social services.
10. Research and interpret data, either in statistical or narrative form.
11. Work effectively and respond sensitively to the needs of people from a variety of ethnic groups, cultures and of a variety of ages.
12. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
13. Reach sound decisions in accordance with City policies and procedures.
14. Communicate effectively, both orally and in writing.
15. Represent the City effectively in interactions and meetings with a diverse group of participants, community groups and the public.

MINIMUM QUALIFICATIONS

16. Report child or elder abuse, neglect or domestic violence in accordance with mandated reporting requirements.
17. Use tact and diplomacy in dealing with difficult issues, situations and concerned people.
18. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from an accredited four-year college or university with a major in recreation, physical education, human services, social services, sociology, psychology or a closely related field, and at least three years of responsible experience in professional level social work with a public social services agency or private social services provider are required. Experience in community service or recreation-related program development or implementation may be acceptable. An equivalent combination of training and experience is acceptable.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program.

Valid current CPR and First-Aid Certificates are required.

Ability to speak Spanish is highly preferred and is required for some assignments.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 25 pounds unaided.

Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; uses basic math; learns and applies new information and skills; deals with changing deadlines, constant interruptions

PHYSICAL AND MENTAL DEMANDS

and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually moderate. The employee frequently works in outdoor weather conditions in extreme heat or cold and wet or humid conditions; and where the noise level may be loud. A flexible work schedule including evening, weekend and holiday work and meetings may be required.



ATTACHMENT "B"

RESOLUTION NO. 8218

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING PORTIONS OF SECTIONS 1, 2 AND 3 OF
RESOLUTION NO. 8162, ADOPTED JUNE 21, 2022**

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

SECTION 1: That that portion of Section 2(A) of Resolution 8162, adopted June 21, 2022, as amended, be further amended by **adding** the following to page 10, effective the date of City Council adoption of this Resolution:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER/ SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Social Services Coordinator	75G	4256	4494	4738	4999	5272

SECTION 2: Except as amended herein, all other provisions of Resolution No. 8162, adopted June 21, 2022, remain unchanged and in full force and effect.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 6th day of March, 2023.

Celeste T. Rodriguez, 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. 8218, 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 6th day of March, 2023, 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 March, 2023.

Julia Fritz, City Clerk

RESOLUTION NO. 8219

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO
AMENDING PORTIONS OF SECTION 1 OF RESOLUTION NO. 8163, THE
FISCAL YEAR 2022-2023 TABLE OF ORGANIZATION, ADOPTED
JUNE 21, 2022**

WHEREAS, the City Council of the City of San Fernando has adopted the Fiscal Year (FY) 2022-2023 Table of Organization on June 21, 2022, per Resolution No. 8163; and

WHEREAS, the Table of Organization as adopted for FY 2022-2023 has provisions for assignment of various positions and classifications to specific departments, divisions and activities by titles and numbers; and

WHEREAS, the City Council adopted a new job specification for Social Services Coordinator that impacted the assignment of certain positions and classifications; and

WHEREAS, it is necessary that said position and classification be assigned to a specific department, division and activities by title and number;

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

SECTION 1: That that portion of the said Table of Organization adopted on June 21, 2022, per Resolution No. 8163, be further amended by adding the "Social Services Coordinator" job title under the "Recreation and Community Services Department," on page 5 as follows:

DEPARTMENT/TITLE	BUDGETED HOURS <u>PER WEEK</u>	FULLTIME EQUIVALENT (FTE) STATUS	AVERAGE NUMBER OF PERSONNEL <u>IN POSITION</u>
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Recreation and Community Services

Social Services Coordinator	40	1	1
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SECTION 2: Except as amended herein, all other provisions of the said Table of Organization adopted on June 21, 2022, per Resolution No. 8163, remain unchanged and in full force and effect.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED AND ADOPTED this 6th day of March, 2023.

Celeste T. Rodriguez, 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. 8219, 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 6th day of March, 2023, 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 March, 2023.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Carlos Hernandez, Assistant to the City Manager

Date: March 6, 2023

Subject: Consideration to Approve the 2023 Legislative Platform

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the 2023 Legislative Platform (Attachment "A");
- b. Authorize the City Manager to take certain related actions to execute and implement the procedures in the Legislative Advocacy Policy.

BACKGROUND:

1. The City of San Fernando often engages in legislative advocacy and takes positions on proposed State and Federal legislation to inform legislators on how the proposed bills will impact San Fernando residents and businesses.
2. On February 21, 2023, the City Council approved a Legislative Advocacy Policy and directed staff to post the 2023 Legislative Platform on the City website for public comment before presenting the platform for final adoption on March 6, 2023.

ANALYSIS:

A Legislative Advocacy Policy establishes guidelines and standards for utilizing resources to provide an organization's position on proposed legislation to Federal, State, and Local elected officials. The Legislative Platform identifies an organization's broad advocacy position on contemporary issues and legislation. A Legislative Platform is short-term in nature, typically speak to current issues, and is supported by a majority of the governing body.

Consideration to Approve the 2023 Legislative Platform

Page 2 of 2

The positions included in the proposed 2023 Legislative Platform are aligned with the City's Strategic Goals and are informed by the League of California Cities legislative priorities, positions that the City has taken, positions that neighboring cities have taken in recent years, and legislative priorities of other local government advocacy organizations. The common theme for all positions focuses on the need to preserve local funding and local authority. By aligning legislative positions with strategic goals, the City Council and City staff will have a greater shared understanding as to why positions are taken and serves to mitigate potential disagreements in the future. Establishing clarity upfront shall enhance efficiency when numerous legislative bills impacting the City are introduced.

Pursuant to City Council direction to engage the public on the Legislative Platform, City staff created a web page on the City website (SFCITY.ORG/Legislative-Platform) inviting the public to review the Legislative Platform and provide comments by email. The 2023 Legislative Advocacy Platform was promoted on social media and received a total of 48 "likes" with no relevant comments as of the writing of this report. No additional comments on the Legislative Platform were submitted to the City Manager's office via email.

The Legislative Platform will be reviewed and approved by City Council annually. Staff will include opportunities for the public to provide feedback on the City's Legislative Platform each year as part of the review process.

BUDGET IMPACT:

There is no direct budget impact associated with approving the 2023 Legislative Platform. Development of a Legislative Advocacy Policy and Legislative Platform is included in the Fiscal Year 2022-2023 City Manager's Office Work Plan.

CONCLUSION:

It is recommended that the City Council approve the proposed 2023 Legislative Platform in order to streamline the process by which the San Fernando City Council and City staff take positions on proposed local, state, and federal legislation.

ATTACHMENT:

A. 2023 Legislative Platform



City of San Fernando

2023 Legislative Platform

*In accordance with City Council Legislative Advocacy Policy No. CC-02212023
Revised February 2023*

Guiding Principles

1. Preserve Local Funding

The City supports the protection of existing state and local funding sources and the authorities that provide revenues to the City of San Fernando. Such areas include the protection of state-shared revenues, assets of the former redevelopment agency, development impact fees, and the ability to collect compensation for the use of the public right-of-way or City-owned facilities. The City opposes any new mandates that are unfunded and/or inadequately funded.

At the federal level, the City supports the preservation and enhancement of federal assistance to local governments. This includes increasing federal funding for domestic discretionary programs that support residents in San Fernando.

2. Preserve Local Authority

The City supports local decision-making authority and opposes preemption of local control. Cities are voluntarily created by the residents of a community to provide local self-government and to make decisions at a local level to best meet the needs of the community. Each community has unique needs and characteristics that are best met by policies set by its local governing body. The City supports efforts that help municipalities maintain local control for reasonable development standards of land use regulation for housing, including accessory dwelling units and single family-zoned properties.

At the Federal level, the City opposes efforts to limit the ability of local governments to address matters such as the imposition of taxes and fees, enforcement of zoning and land use regulations, or the ability to ensure the safety of our residents.

City Strategic Goals and Legislative Platform

The City of San Fernando's 2022- 2027 Strategic Goals help frame the City's Legislative Platform, as follows:.

- 1. Focus On Community First**
 - a. Public Safety*
 - b. Libraries, Parks, and Open Space*
 - c. Public Health*
- 2. Cultivating A Stronger Local Economy**
 - a. Economic Development*
- 3. Preserve Beautiful Homes And Neighborhoods**
 - a. Housing*
- 4. Strengthen Climate Resilience And Environmental Justice**
 - a. Climate Resilience and Environmental Justice*
- 5. Enhance Public Transportation To Move San Fernando**
 - a. Public Transportation*
- 6. Build Resilient And Reliable Infrastructure**
 - a. Infrastructure*
- 7. Forge Financial Strength And Stability**
 - a. Budget and Municipal Finance*
- 8. Emergency Preparedness: Supporting The Community**
 - a. Emergencies and Natural Disasters*

1. Focus On Community First

Public Safety

The safety of San Fernando residents is the City's highest priority. The City will track and take positions on federal and state legislation that impacts law enforcement, disaster preparedness training and safety.

The City Supports:

1. Legislation and funding to improve the safety, security, and quality of life for all San Fernando residents, businesses and visitors.
2. Reasonable criminal justice reform measures that are inclusive of concerns from prosecutors, victims' rights groups, and law enforcement agencies and do not hinder law enforcement's ability to protect the community.
3. Legislation that helps reduce recidivism, help rehabilitate recidivist offenders, and expand funding for these efforts.
4. Legislation that would take advantage of the latest technology to prevent and resolve crimes, such as the ability to use surveillance cameras, automatic license plate recognition, and DNA testing.

5. Legislation that provides local jurisdictions greater flexibility to set enforceable speed limits.
6. Legislation and funding to reduce and prevent gun violence, crimes, drug use, and gang violence, and to promote public outreach and intervention programs that specifically divert juveniles from the criminal justice system.
7. Legislation that would increase federal resources for law enforcement recruiting efforts, training particularly, as it relates to de-escalation and proportional use of force, and maintenance of body-worn camera programs.
8. Legislation that prevents and reduces crime by assisting and providing supportive services for individuals in need, and holding those accountable for crimes committed.
9. Legislation that ensures public safety through the assistance and rehabilitation of individuals challenged with mental illness and/or substance abuse, and resources for these efforts to increase awareness, public education, and training opportunities.

Libraries, Parks, and Open Space

The seven San Fernando park facilities and County-operated Public Library are crucial aspects of the community. They allow residents to learn, connect, and play, while strengthening the bonds among residents. The City will track and take positions on legislation in order to maintain and enhance the quality of parks, open spaces, and the public library.

The City Supports:

1. Legislation that provides funding for rehabilitation, development, and capital improvements of local parks, libraries, and community facilities.
2. Legislation that preserves and protects open space.
3. Legislation and funding that aim to support the development and maintenance of parks and green space.
4. Legislation and administrative actions that protect the ability for a local government to preserve open space in and around a local government's jurisdiction.
5. Full funding of the state's obligation to support local public libraries pursuant to existing formulas established in the state's education code.

Public Health

With the creation of the *Healthy San Fernando* initiative in 2014, the City revamped its efforts to support the health of its residents. The successful "100 Citizens Outdoor Adult & Senior Fitness Program" facilitated conversations about healthy eating, and offered spinning, yoga, and pilates classes, among other programming, for community members. Improving the health of residents through citywide programming, increased funding in public health institutions, and more equitable access to the health care system, will frame the positions the City takes on federal and state legislation throughout 2023.

The City Supports:

1. Legislation that creates options and opportunities for access to affordable healthcare.
2. Legislation that protects the rights of diverse populations, the LGBTQ+ community, and of women (including reproductive rights), to support improved health outcomes.

3. Legislation and local funding opportunities to increase access to subsidized meal programs for older adults and youth.
4. Legislation that helps foster independence, well-being, and access to resources for older adults.
5. Legislation which provides state and federal funding opportunities to increase access to childcare for the community.
6. Legislation to improve access to programs and services for mental and behavioral health.
7. Legislation that aims to identify and resolve the effects of institutional racism that drive health inequities in the population.
8. Legislation to improve health coverage in a comprehensive manner provided adequate funding and cost controls are in place.
9. Legislation and local funding opportunities to increase access to subsidized meal programs for older adults and youth.

2. Cultivating a Stronger Local Economy

Economic Development

San Fernando's downtown business corridor and rich cultural history provide a strong foundation for sustained economic development and prosperity. With nine new businesses including restaurants, auto shops, a shipping store opening in 2022, and a Target set to open in the summer of 2023, we must leverage this momentum to bring in more businesses, create more jobs, and strengthen our local economy. The City will track and take positions on federal and state legislation that impacts our workforce and business community.

The City Supports:

1. Legislation that would provide State or Federal aid and assistance in the development of local and regional economies.
2. Legislation that would provide local officials more discretion in the use of State and Federal funds.
3. Legislation that would eliminate the matching dollar requirements for economic development state grants.
4. Legislation that enacts and expands state tax incentives that assist City economic development and community revitalization efforts.
5. Legislation that would increase opportunities for environmentally beneficial jobs.
6. Legislation that authorizes a local agency the authority to regulate the delivery of cannabis or cannabis products within its jurisdictional boundaries.

The City Opposes:

1. Legislation or regulatory action that seeks to limit or eliminate municipal authority to regulate or ban commercial growing, processing, licensing, sale, or transport of cannabis or cannabis products for recreational or medical use.

3. Preserving Beautiful Homes and Neighborhoods

Housing

The City of San Fernando has taken measures to preserve the safety and beauty of our residential areas and create housing opportunities for low-income residents. As the City prepares to develop home rehabilitation programs, maintaining property standards, historic homes, and local control of planning and zoning will further strengthen San Fernando's charm and growth. The City will track and take positions on legislation that impacts local control of housing, planning, and zoning.

The City Supports:

1. Legislation and programs that provide funding and housing assistance programs at all income levels, including extremely-low and very-low income households.
2. Legislation and programs that assist the public and private sectors in funding workforce housing.
3. Legislation to streamline historic preservation regulations and procedures for the designation of properties as historic resources.
4. Legislation that protects property ownership and prioritizes small property owners over institutional investors.
5. Legislation that provides support services and housing services to seniors and disabled residents.
6. Legislation that changes the current State Density Bonus law to restore local control.
7. Legislation that provides additional resources for the development of affordable housing programs and/or expand code enforcement programs to protect existing housing stock.
8. Changes to state law that recognizes the production and protection of all housing types in the City for the State's RHNA purposes.
9. Legislation and grant opportunities that preserve or increase funding for the Community Development Block Grant (CDBG) program and HOME Investment Partnerships Program.
10. Legislation that authorizes funding to assist local agencies in the development of affordable housing.
11. Legislation, regulatory, or administrative efforts that provide additional authority or funding for municipalities to address homeless issues within their communities.
12. Legislation that ensures state and regional initiatives to address homelessness and mental health crisis care, as well as grant programs that provide direct funding to cities to implement local strategies.

The City Opposes:

1. Legislation and regulations that preempt local governments' land use authority.
2. Legislation that removes local control, allows for irresponsible housing development in San Fernando, and interferes with protection of residential neighborhoods.
3. Legislation that reduces administrative fees for housing assistance to non-income earning clients (seniors and the disabled).

4. Legislation that creates inefficient processes or other obstacles to the provision of homeless services, as well as any new legislation that would abridge or limit local regulatory mechanisms designed to increase affordable housing production (e.g., inclusionary housing programs).
5. Legislation that proposes to convert the Regional Housing Need Assessment (RHNA) from a planning process to a production standard.
6. Legislation that seeks to circumvent local control and local circumstances when addressing homelessness.

4. Strengthen Climate Resilience and Environmental Justice

Climate Resilience and Environmental Justice

With the development of the *San Fernando Park Infiltration Project*, the *Calles Verdes* storm water capture project, the Pacoima Wash Bike Path, and a Citywide goal to increase tree canopy coverage by 33% by 2027, San Fernando is actively engaged in ensuring the community is resilient in the face of climate change. These efforts are in conjunction with the City's installation of five electric vehicle charging stations and one compressed natural gas station. The City will track and take positions on federal and state proposed legislation that impacts these projects as well as those that affect their climate resilience and environmental justice goals.

The City Supports:

1. Legislation that prioritizes the environment and balances the needs of the community.
2. Legislative efforts to increase climate resilience and adaptation funding for impacted communities like San Fernando.
3. Legislation that provides funding for electrification initiatives (i.e. electric charging stations).
4. Initiatives that avoid duplicative climate policies and are designed to lower greenhouse gas emissions, while urging consideration of technical feasibility, costs to ratepayers, as well as the time that it will take utilities to come into compliance with proposed initiatives.
5. Initiatives to reduce greenhouse gas emissions from the transportation sector through increased incentives for electric vehicles and funding for associated infrastructure.
6. Financial incentives for renewable energy, such as the Clean Renewable Energy Bond (CREB) program.
7. Changes to the Water Infrastructure Finance and Innovation Act (WIFIA) program to provide assistance toward 100% of the cost of a project. In addition, the City is supportive of the WIFIA program for local and regional water supply projects that help protect against drought related shortages or supply interruptions.
8. Legislation that would provide resources to address severe western drought conditions, including increased funding for non-potable water infrastructure and storage.
9. Legislation that would provide funding to improve California's headwaters, which provide flow to surface and groundwater supplies, and are critical to sustain local watersheds. Funding to implement local strategies will help create more resilient forests, improve wildfire mitigation, and help provide communities with clean, reliable water.

10. Legislation that improves air quality.
11. Legislation that ensures and conserves safe drinking water.
12. Legislation aimed at standardizing the resin code labeling on plastic packaging to make it easier to locate on the item and easier for the consumer to read.
13. Legislation aimed at reducing disposable products and packaging, including product and disposal bans for environmentally problematic materials. Legislation that does not overly burden municipalities with data capture, reporting, and enforcement, which does include reasonable phase out periods is ideal.
14. Legislation that would reform Proposition 218 and enhance the ability of public water agencies to finance storm water and recycled water infrastructure, provide flexibility for the establishment of conservation-based tiered rate structures, prevent cost shifts from one customer group to another, and allow public agencies - at their discretion, to implement lifeline water rates for low-income households.
15. Legislation that would maximize efficient water use and reduce water waste in California while reflecting local conditions, demand hardening, and historic conservation efforts.
16. Legislation and regulation that promotes responsible groundwater and surface water management.
17. Legislation that revises water quality testing standards based on scientific data as well as legislative and regulatory activities that will help ensure a fair and balanced compliance and enforcement structure for potable and related water discharges.
18. Legislation, regulatory proposals, or grant opportunities for local governments that provide funding for developing or enhancing alternative fueling stations for vehicles.

The City Opposes:

1. Green House Gas emissions reduction legislation that adds financial risk, creates regulatory uncertainty, impacts participation in the Cap and Trade Program, penalizes early voluntary action, or reduces the allocation of Low Carbon Fuel Standard credits.
2. Renewable Portfolio Standard (RPS) legislation that extends California Energy Commission ("CEC") jurisdiction over Publicly Owned Utilities ("POU"). Local elected governing bodies, such as the City Council, are best positioned to determine the appropriate means for local utilities to achieve GHG reductions.
3. RPS or GHG reduction targets that adversely impacts electric reliability, including any prohibitions on using natural gas-fired generation as necessary to mitigate electric transmission and distribution system constraints. Targets must be practical so that utilities are able to protect both ratepayer funds and public safety while encouraging environmental protection.
4. Air quality legislation that restricts the land use authority of cities.
5. Legislation redirected the funds authorized by Health and Safety Code Section 44223, which are currently used by local governments for locally based air quality programs.
6. Legislation that would preempt local land use authority over solid waste facilities, would restrict the ability of a city to issue a land use permit for a solid waste facility or would restrict the ability of a city to condition such facilities through conditional use permit process.

5. Enhance Public Transportation to Move San Fernando

Public Transportation

With the East San Fernando Valley Regional Light Rail and Metrolink track expansion projects on the horizon, public transportation options for San Fernando residents will continue to increase over the next decade. The San Fernando Trolley and Mission City Transit currently provide affordable services for residents and visitors to move around the City, and the Trails Network is in place to diversify residents modes of transportation to meet intersecting climate and transportation goals. The City will track and take positions on legislation that impact these projects, while also ensuring that all transportation projects do not negatively affect the daily lives of San Fernando residents.

The City Supports:

1. Legislation that increases affordable public transit.
2. Legislation that provides incentives for the development of local transportation corridors.
3. Local, regional, State, and federal legislative, administrative, and regulatory efforts that will expand and/or supplement funding for maintaining transportation service program funds for employee benefits or for specific Metropolitan Transportation Authority (MTA) transportation programs and passenger rail service.
4. Local, regional, State, and federal legislative, administrative, and regulatory efforts that will expand and/or supplement funding for maintaining and upgrading major thoroughfares in the City.

The City Opposes:

1. Failing to account for safety, parking impacts, local traffic impacts, and economic and social justice concerns when regional transportation projects are planned within the City.

6. Build Resilient and Reliable Infrastructure

Infrastructure

Investing in infrastructure improvements is an investment in our residents' safety and quality of life. The City will track and take positions on federal and state proposed legislation that impacts their ability to build resilient and reliable infrastructure.

The City Supports:

1. Legislation that allocates additional state funding for the upgrade, replacement, and construction of needed infrastructure at the state and local level.
2. Legislation and direct grant funding to local governments for a federal investment in transportation, water resources, housing, and community development.
3. Legislation to develop infrastructure for local performing art centers, parks, and recreational facilities.
4. Legislation, programs, and funding to close the digital divide and maximize access to broadband and 5G technologies.

The City Opposes:

1. Legislation that limits or eliminates local discretionary review of the installation of small cell wireless equipment or any wireless technology facilities on public infrastructure or in the public right of way.
2. Regulatory efforts by Congress or the Federal Communications Commission to erode, limit, or eliminate local government authority regarding siting of cellular communications towers, transmission sites, or other infrastructure.

7. Forge Financial Strength and Stability

Budget and Municipal Finance

Financial sustainability is dependent on consistent sources of revenue and balanced financial management practices. The City will track and take positions on federal and state legislation that impacts local control of financial revenue sources and decision-making.

The City Supports:

1. Legislation or ballot measures that prevent the State from redirecting local government funds (i.e. local taxes, sales tax, property taxes, etc).
2. Legislation that promotes increased flexibility for the utilization of municipally generated revenues.
3. Legislation that changes the allocation of sales tax for online purchases from the County pool and reallocates it to the city where the purchase is made.
4. Direct fiscal assistance to local governments of all population sizes to address the loss of revenue from the COVID-19 pandemic and similar natural disasters.
5. Legislation that would restore the tax break for advanced refunding bonds.
6. Legislation to allow local governments to collect sales taxes on remote sales, such as online and catalog purchases based on the delivery address. California alone loses over \$4 billion annually in uncollected sales and use taxes on remote sales.
7. Legislation, regulatory proposals, or administrative actions to assure timely reimbursements of mandated reimbursements owed to the City of San Fernando by the State of California.
8. Legislation that maintains or enhances the City's ability to keep and protect existing state and local funding sources providing revenues to the City of San Fernando.

The City Opposes:

1. Legislation or initiatives that would undermine voter-approved initiatives to guarantee ongoing revenue sources for local governments.
2. Legislation that undermines and preempts local authority over local taxes and fees.
3. Efforts to eliminate, or cap, the tax-exempt status of municipal bonds, as it's a tool for local governments to finance large capital projects.
4. Legislation that imposes limits on governmental deferred compensation plans.

5. Legislation that limits local authority by prohibiting state and local taxes and fees in areas such as wireless services, video services (including but not limited to, internet protocol ("IPP") enabled, streaming, and over-the-top services), and the sale of digital goods.
6. Legislation that mandates participation in Social Security for local government employees covered by other retirement and/or pension systems.

8. Emergency Preparedness: Supporting the Community

Emergencies and Natural Disasters

The City will track and take positions on federal and state proposed legislation that impacts local governments emergency preparedness capabilities.

The City Supports:

1. Legislation that directs fiscal assistance to local governments of all population sizes to address the catastrophic loss of revenue resulting from the COVID-19 global pandemic and similar natural disasters.
2. Legislation that directs fiscal assistance to publicly owned utilities to credit delinquent utility bills for their customers.
3. Legislation that encourages disaster preparedness and emergency planning, including funding to develop a permanent Emergency Operations Center (EOC) to further emergency management preparedness efforts. Seek direct and flexible funding to localities to sustain core services and provide community recovery programs while responding to public health emergencies and natural disasters.
4. Legislation that helps fund emergency management training as well as equipment and technology purchases necessary for day-to-day operations, disaster planning and operation of a fully capable Emergency Operations Center.
5. Legislation that increases the Fire Department's ability to provide Emergency Medical Services; fire suppression and rescue services; hazardous material spill mitigation; fire prevention; arson investigation; and public education.
6. Legislation and regulation that contributes to increasing the seismic safety of buildings including seismic retrofit, retrofit funding, or higher levels of structural resilience of buildings.
7. Legislation that encourages disaster preparedness and emergency planning, including funding opportunities for emergency operations centers, emergency management training and facilities, backup generators, fire safety equipment and maintenance inspections, vegetation management, and increased staffing needs.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Kanika Kith, Director of Community Development

Date: March 6, 2023

Subject: Consideration to Approve a First Amended and Restated Professional Services Agreement with Scott Fazekas & Associates, Inc. to Provide Building Plan Check and Building Official Services Through April 14, 2024

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a First Amended and Restated Professional Services Agreement with Scott Fazekas & Associates, Inc. (Attachment "A" – Contract No. 2139(a)) for Building Plan Check and Building Official Services through April 14, 2024; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

BACKGROUND:

1. Scott Fazekas & Associates, Inc. (SFA) has been providing on-calling building plan check service to the City since 2000.
2. On December 3, 2018, the City Manager executed Contract No. 1899(c) with Transtech Engineers, Inc. (Transtech) and Contract 1899(l) with CSG Consultants, Inc. (CSG) to provide on-call Engineering services. Both firms also provide building and safety services such as building inspection and plan check services.
3. In November 2020, the City's Building Supervisor retired. In order to maintain level of service in the Building Division, the City contracted with Transtech through the on-call Engineering services contract to provide Building Inspector service and SFA to continue providing plan check service.
4. In February 2021, the City contracted with CSG through the on-call Engineering services contract to provide Building Inspector service as Transtech notified the City that they could no longer provide the service.

Consideration to Approve a First Amended and Restated Professional Services Agreement with Scott Fazekas & Associates, Inc. to Provide Building Plan Check and Building Official Services Through April 14, 2024

Page 2 of 3

ANALYSIS:

California Building Code (CBC) requires local jurisdictions to have an enforcement agency to administer and enforce building regulations to reduce potential hazards of unsafe construction and to provide for public health, safety and welfare. Compliance with the CBC ensures that projects will meet minimum standards of safety and will be less likely to cause injury to the occupants. Mandatory inspections during the construction process complement the contractor's experience and act as a system of checks and balances resulting in a safe project.

Pursuant to San Fernando Municipal Code Section 18-2(d), the Building and Safety Division is the enforcement agency and the person in charge of this division is the Building Official. Four components are needed in the Building and Safety division in order to be operational:

1. Building Official. The Building Official is in charge of enforcing building codes, oversees building inspectors and building plan check reviewers, ensuring that construction or maintenance crews follow safety regulations, and a permit is in place for any projects.
2. Building Plan Check Reviewer. The Building Plan Check Reviewer is responsible to review construction plans and documents for compliance with the building codes.
3. Building Inspector. The Building Inspector is responsible for field inspection to ensure that construction is in compliance with approved construction plans and ensure that building progress conforms to the CBC standards.
4. Building Permit Technician. The Building Permit Technician is the front-line personnel related to customer service and construction process. This position is responsible for reviewing, accepting, distributing, processing, documenting and maintaining departmental information, reports, plans, permits and related inspections, issuing permits, and other administrative support for the division.

Prior to the retirement of the City's Building Supervisor in November 2020, the division was operating with two staff members (Building Supervisor and Permit Technician) and Building Plan Check services were provided through a professional services agreement with SFA. The Building Supervisor served as the Building Official who performed the duties of the Building Inspector and some level of a Plan Check Reviewer. After November 2020, SFA continued to provide Building Plan Check service while Transtech and CSG provided Building Inspector services through professional services agreements.

In March 2021, the City conducted an informal bidding process in which staff requested proposals from three firms to provide both Building Plan Check and Building Official services. Through this process, the City selected SFA to provide both Building Plan Check and Building Official services. The primary factors used in selection was the proposed costs and project managers' experience.

Consideration to Approve a First Amended and Restated Professional Services Agreement with Scott Fazekas & Associates, Inc. to Provide Building Plan Check and Building Official Services Through April 14, 2024

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Thus, a one-year professional services agreement with SFA (Attachment “B” - Contract No. 1239) was executed on April 15, 2021 by the City Manager in the amount of not-to-exceed \$25,000.

After the contract expired, SFA continued to provide services to help keep the City’s Building and Safety Division remain operational while staff worked with the City Attorney office to determine if City Council approval was required since the contract amount of \$25,000 is within the signing authority of the City Manager. This contract is unique because the cost for plan check service is fully passed through to applicants, which does not draw down from the \$25,000 contract amount. Building Official service is paid on an hourly as-needed basis and its cost is drawn from the \$25,000 contract amount.

From expiration of the contract through December 2022, the City received invoices from SFA of \$44,550 for plan check service (offset by fees from applicants) and \$3,068 for building official services. These invoices have not been paid and cannot be paid until the proposed amended and restated contract is approved. Staff is requesting the City Council to approve the proposed amended and restated contract in order to pay the outstanding invoices and to continue services with SFA for plan check and building official services through 2024. This will enable sufficient time for closing current projects. Prior to the close of the agreement, a formal RFP will be issued for future plan check and building official services

BUDGET IMPACT:

Building Plan Check and Inspection services are fully covered by the plan check and building permit fees collected from applicants. Cost for Building Official service is drawn down from the original contract amount of \$25,000. Once outstanding invoices are paid, there will be \$18,973 available that can be used for additional Building Official service through April 14, 2024. Funding for the Building Official service is included in the Fiscal Year 2022-2023 Adopted Budget.

CONCLUSION:

It is recommended that the City Council approve the First Amended and Restated Professional Services Agreement for Scott Fazekas & Associates, Inc. to provide Building Plan Check and Building Official Services through April 14, 2024, and authorize the City Manager, or designee, to execute the Amendment and all related documents.

ATTACHMENTS:

- A. Contract No. 1239(a)
- B. Contract No. 1239



**AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT**

Scott Fazekas & Associates, Inc.

Building Plan Check and Building Official Services

THIS AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is made and entered as of 6th day of March 2023, by and between the CITY OF SAN FERNANDO, a municipal corporation ("**CITY**") and SCOTT FAZEKAS & ASSOCIATIONS, INC., a Corporation (hereinafter, "**CONSULTANT**"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "**Parties**." The capitalized term "**Party**" may refer to CITY or CONSULTANT interchangeably as appropriate.

RECITALS

THIS AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, the Parties executed and entered into that certain agreement dated April 15, 2021 (the "**Effective Date**") and entitled "Professional Services Agreement – Scott Fazekas & Associates, Inc. – Building Plan Check and Building Official Services", Contract No. 2139 (hereinafter, the "**Original Agreement**") pursuant to which CONSULTANT agreed to perform work and services for consideration and upon the terms and conditions as described in the Original Agreement; and

WHEREAS, the Parties now wish to amend the Original Agreement for purposes of modifying the compensation and the term; and

WHEREAS, the initial term of the Original Agreement was for a period of 12 months and was set to expire on April 14, 2022; and

WHEREAS, notwithstanding the expiration date of the initial term, the Parties have performed all obligations in compliance with the terms of the Original Agreement and intend, as manifested by conduct of the Parties, that all rights, responsibilities and obligations set forth under the Original Agreement be deemed continued and in full force and effect; and

WHEREAS, the Parties further agree to be legally bound by the terms and conditions of the Original Agreement as amended and restated by this Agreement, as of the Effective Date of Original Agreement; and

WHEREAS, execution of the Original Agreement was approved by the City Manager pursuant to their authority under Section 2-778 of the San Fernando Municipal Code; and

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2139(a)

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

1. ENGAGEMENT TERMS

1.1. SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term **"Work."**

1.2. TERM:

- A. This Agreement shall commence on the Effective Date and terminate on April 14, 2024 (**"Initial Term"**) and shall automatically renew for two (2) successive periods of one year (each an **"Extension Term"**), subject to the same terms and conditions set forth herein, unless either party issues written notice of its intent not to extend the Agreement no less than thirty (30) calendar days prior to the expiration of the Initial Term or any subsequent Extension Term. Such Initial Term and any applicable Extension Term shall be collectively referred to as the **"Term"**. Nothing in this Subsection shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- B. Due to the need for CONSULTANT's services to be provided on an ongoing basis, CONSULTANT may have provided services after the Initial Term and prior to the execution of this Agreement. To the extent the CONSULTANT's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

1.3. COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is set forth in the Price Proposal section of Exhibit "B" (hereinafter, the **"Approved Rate Schedule"**).
- B. Section 1.3(A) notwithstanding, with the exception of compensation for plan review services charged at 75% of the City's plan check fee as specified in the Approved Rate Schedule, CONSULTANT's total compensation during the Term, shall not exceed the annual aggregate sum of \$25,000 (hereinafter, the **"Not-to-Exceed Sum"**), unless such added expenditure is first approved by

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the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Initial Term or any single Extension Term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

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

2. PERFORMANCE OF AGREEMENT

- 2.1. CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Community Development (hereinafter, the "**CITY Representatives**") to act as its

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- representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2. CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Scott Fazekas, President, to act as its representative for the performance of this Agreement (hereinafter, “**CONSULTANT Representative**”). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3. COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4. STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT’s profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONSULTANT’s employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
 - F. All of CONSULTANT’s employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates,

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qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

- 2.5. ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6. CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and

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shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7. REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8. COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9. NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

3. INSURANCE

- 3.1. DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance

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that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance (“**CGL Coverage**”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- 3.2. ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3. REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best’s Insurance Guide, have an A.M. Best’s rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor’s rating of no less than BBB according to the latest published edition the Standard & Poor’s rating guide. As to Workers’ Compensation Insurance/ Employer’s Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4. PRIMACY OF CONSULTANT’S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY’s elected or

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appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.5. WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6. VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

4. INDEMNIFICATION

4.1. The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "**CITY Indemnitees**") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

4.2. To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations

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- contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
 - 4.4. The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
 - 4.5. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
 - 4.6. CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
 - 4.7. This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

5. TERMINATION

- 5.1. TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the

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termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2. EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "**Event of Default**") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "**Default Notice**") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.i that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

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- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "**Suspension Notice**"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

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

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

6. MISCELLANEOUS PROVISIONS

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

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have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

- 6.4. **NOTICES**: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Scott Fazekas & Associates, Inc.
9 Corporate Park, Suite 200
Irvine, CA 92606
Attn: Scott Fazekas, President
Phone: 949.475.2901
Fax: 949.475.2560
Email: sfairvine@aol.com

CITY:

City of San Fernando
Community Development Department
117 Macneil Street
San Fernando, CA 91340
Attn: Director of Community Development
Phone: 818.898.1227
Fax: 818.898.7329

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

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

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or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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- subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17. CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18. INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19. ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20. COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

PROFESSIONAL SERVICES AGREEMENT

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Building Plan Check and Building Official Services

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

CITY OF SAN FERNANDO

SCOTT FAZEKAS & ASSOCIATES, INC.

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

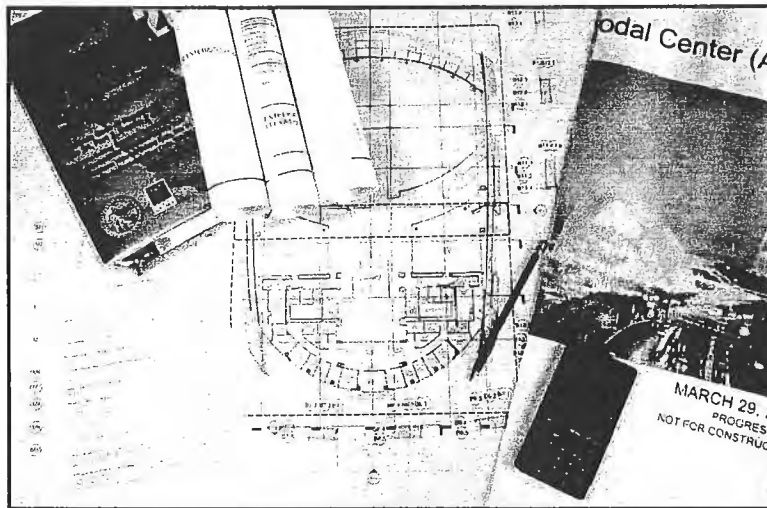
Date: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

***Proposal
For
Consultant Services For Building Plan Check
And As-Needed Building Official Services***



***City of San Fernando
March 24, 2021***



Scott Fazekas & Associates, Inc.





March 24, 2021

Mr. Timothy Hon, AICP
Deputy City Manager/Director of Community Development
City of San Fernando
117 Macneil Street
San Fernando, CA 913340

Subject: Proposal For Consultant Services for Building Plan Check and As-Needed
Building Official Services

Dear Mr. Hon:

Scott Fazekas & Associates, Inc. (SFA) appreciates the opportunity to submit this Proposal to the City of San Fernando to provide Building Plan Check and Building Official Services. **SFA is a California Corporation with Small/Micro-Business Certification.**

This Proposal will outline in detail how SFA meets and exceeds all of the City's needs for Scope, Experience and Qualifications in the RFP. **SFA exclusively serves municipalities to avoid any conflicts of interest and specializes in plan review to maintain the highest quality services in the industry.** Our goal and track record is, and has been, to meet the needs of our client agencies as an extension of our client Building Safety Divisions through timely performance, organized systems, quality control, high staff morale, teamwork, and highly credentialed, experienced and trained staff.

SFA's owner and manager, **Scott Fazekas is authorized to sign this Proposal and will personally commit to providing services which will meet and exceed the City's expectations.** The terms covered in this Proposal are valid for 90 days as requested in the RFP. SFA hopes to be considered to provide building plan review services and building official services which will allow us the opportunity to show you what a valuable asset SFA can continue to be to the City of San Fernando.

Sincerely,

SCOTT FAZEKAS & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Scott R. Fazekas", is written over a horizontal line.

Scott R. Fazekas, AIA, NCARB, CBO, LEED AP, CASp
President

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ABOUT THE COMPANY

Scott Fazekas & Associates, Inc. (SFA) is a California Corporation founded by Scott Fazekas in June 1996. We are located at 9 Corporate Park, Suite 200, Irvine, CA 92606. It was formed to offer building safety services exclusively to governmental agencies. Mr. Fazekas started and managed identical services for a consulting firm over the 11 years prior to forming SFA, with 12 years of prior municipal building safety experience as a City employee. He began his building safety career 49 years ago in 1972 with the City of Newport Beach Building Department.

SFA was established to provide services exclusively to municipal building departments.

This not only ensures that **no real or perceived conflicts of interest could occur** but also provides a specialized operation that is tailored to the exact needs of municipal building departments. The regulations, statutes, new and changing codes and increased pressure to meet shorter time lines, make specializing in plan review an asset to the City of San Fernando. **The primary service provided to our clients is plan review.** SFA's plan check capabilities are enhanced by our understanding of the roles in a municipal building department which interface with, and rely upon, a competent plan review.

SFA appreciates our client's concern for high quality performance and precise communication when utilizing the services of a consultant. Close interaction with the client is considered an essential part of our consulting services. Our commitment to a thorough understanding of the codes and the intent with which they were written permits consistent and proper enforcement while meeting the expectations of the City and earning the respect of the public.

All of SFA's plan check staff are licensed Structural Engineers or Civil Engineers which allows SFA the ability to assign the challenging projects to any one of our engineering staff. This expertise allows SFA the ability to balance our workloads and meet obligations without overloading any one engineer.

PROJECT APPROACH

The project approach will be to provide the highest quality plan review for the City of San Fernando by applying our tenured, seasoned, well trained and credentialed plan check engineering staff to each plan sent to SFA for review. While this seems like a simple statement, in order to do this, SFA maintains top quality engineers specifically trained and experienced in building safety plan review by providing stability, pride in their work product, compensation, great office space conditions, organized and highly qualified administrative support staff and a family team environment. SFA values employees with long tenure as the consistency and quality of their work product increases with time. All of our staff take pride in the team of which they are a part.

We do not use part-time moonlighting staff who fill in to make extra money and may not be available to talk to or meet with applicants during the workday. We do not have multiple offices to which plans are farmed out. We have employees that have specialized in plan review for over 18 years to as many as 40 years each. SFA's business model has been to focus on building plan review and to maintain a single office location with tenured staff. Scott Fazekas is the sole owner and personally acts as the Liaison for all City needs and continues to have a technical role in plan review; daily interacting with all staff.

KEY AGENCY NEEDS

The entire Proposal addresses all the components that as a whole make SFA a high quality solution to the City's needs. Some of the following are highlights which we feel are specifically germane to the RFP.

- **Exclusively serving municipalities** for zero conflict of interest.
- **Fast turnaround times:** 10 working days for initial review; 5 working days for rechecks. Large projects as agreed upon with City but not to exceed four weeks.
- **Paper or Electronic** plan submittal and review options.
- **Small Business Certified** by State of California GSA
- **Experience of individual plan check staff** in this field.
- **Municipal experience in building departments** familiarity with all internal & external agency and division needs.
- **Excellent references** by numerous municipalities.
- **Prior consulting experience with the City and familiarity with local needs.**
- **E-mail of correction lists to City** for timely communication.
- **Quality Control** measures practiced to insure a quality work product.

SFA incorporates several internal procedures which will: 1) insure better communication with our client agencies and the applicants; 2) achieve plan reviews which are more consistent with the specific policies and needs of our clients; and 3) enhance internal organization and processing.

Philosophy

Through our experience in providing contract services to governmental agencies, SFA has identified concepts and ideas that are essential for a consultant to possess in order to effectively fulfill the building department requirements of a city or county. They are as follows:

1. The experience and staff to respond to each agency's needs in a timely, efficient and cost effective manner.
2. Administrative and management ability of high caliber to identify problem areas and provide for their correction in a timely and sure manner.
3. The ability to recognize and develop the attributes and strengths of staff members and to utilize them to their full potential.

4. A reputation for quality performance and integrity to successfully administer all aspects of the codes.
5. Expectations and performance accountability that are established and adhered to. Professional representation on behalf of the client agency in order to maintain good public relations.
 - Communication with the assigned client agency liaison through meetings, memorandums and status reports.
 - Coordination with other agencies which require Building Department involvement.
 - Attendance of key meetings to keep informed on the most recent code administration techniques and procedures.
 - Attendance at any required meetings, connected with the plan review or building official services.

SFA does not perform any work for the private sector so no conflict of interest can result during our tenure, allowing SFA staff to be objective in the enforcement of regulations.

Financial Stability

SFA was founded in 1996 by Scott Fazekas as a California Corporation. There have never been any partners or investors. SFA operates on a cash basis with zero debt. SFA has never required a credit line for payroll or any other expense. We have operated without loans through the 2008-2009 recession and during the recent COVID conditions. We have not borrowed from the bank or taken any PPP funds. SFA has operated efficiently and responsibly. Scott Fazekas has, and will be, actively involved with insuring that quality services are delivered to the City of San Fernando and will be the primary contact for all communication with the City.

QUALIFICATIONS AND EXPERIENCE

Three (3) Recent Unique, Large Scale Projects Reviewed by SFA

Amazon Fulfillment Center - Beaumont, CA

The Amazon project had a valuation of approximately \$278 million. It consisted of a 4-story Type 1 sprinklered building with a total area of 2.5 million square feet. There were Alternate Methods & Materials Requests (AM & MR) with a request to eliminate the 2-hour fire protection required for Type 1 Construction by providing fire modeling reports and proposing mitigating measures to achieve "equivalency with Code requirements. This involved coordination between Fire and Building.

SFA provided 100% of the building safety review services. The initial turnaround time and rechecks were 10 and 5 days for each recheck respectively, which were less than the allowed time by the City's Building Official. SFA was involved at preliminary stages. Also, this project involved a lot of time with the AM&M and went through eight (8) plan reviews since the developer/design team worked on portions of the project to make progress instead of comprehensive and complete responses each time. The total time to complete all 8 reviews, including the design team's work between each submittal was 4 months from submittal to approval.

The Building Official for the project was Keith Hightower. He has recently taken the position of Building Official for Desert Hot Springs. The current Building Official in Beaumont is Pedro Rico. He is also familiar with the project.

Contact: Pedro Rico, Building Official
Office: (951) 769-8529 #7
Cell: (951) 587-0542
Contact: Kristine Day, Assistant City Manager
Office: (951) 769-8520

Previous

Contact: Keith Hightower, Mr. Hightower is currently the Building Official in Desert Hot Springs His Phone No:
Office: (760) 329-6411 ext 257
Cell: (951) 377-1795

Education First School - Costa Mesa, CA

The Education First project had a valuation of approximately \$12.2 million. It consisted of a campus of six separate structures. Some were altered and others rebuilt or new. The original campus was Trinity Broadcasting Network's property. Education First is a private school for high school students who are exclusively from foreign countries and they live on campus. SFA worked on the Education First project in Pasadena as well. This project had AM&MR's for several items including issues with gurney elevators, fire access, bedroom escape windows, non-conforming stairs and construction types. Preliminary reviews, phone calls and meetings between submittals occurred. These items involved both Building and Fire Department coordination. For this project SFA also provided the Fire review for the Fire Department.

SFA provided 100 % of the Building and Fire reviews. The turnaround times were 15, 10 and 5 for the initial review, first recheck, and additional rechecks, respectively which were less than the schedule agreed upon at the beginning.

The Building Official for this project was Issam Shahrouri. He is now the Community Development Director/Building Official for the City of Oakland, CA.

Building:

Contact: Charles Chamonn, Plan Check Manager
Office: (714) 754-5614
Cell: (714) 425-7138

Previous

Contact: Issam Shahrouri, Building Official
Cell: (949) 245-5686

Fire:

Contact: Jon Neal, Fire Marshal
Office: (714) 754-5049
Cell: (714) 651-8270

Palmer Ontario Properties - Ontario, CA

Palmer Ontario is a mixed use development with a valuation of approximately \$82 million. It consists of 3 levels and 925 residential units over a concrete podium parking garage with assembly, business, storage, parking and residential occupancies. It has Type 1A, VA and VB Construction. It is characterized by extremely long travel distances and multiple firewalls and horizontal exits. It also includes a 2 story clubhouse. This project also involved preliminary discussions with the Building Official.

SFA provided 100% of the building safety review services. The turnaround time and rechecks were 9, 9 and 5 days, for the initial 1st recheck and remaining rechecks respectively which were within the allowed time frames by the City Agreement.

Contact: Kevin Shear, Building Official, City of Ontario (Recently retired)
Cell: (909) 322-6324

Name	Qualifications	Type of Review Work
<u>Principal/Project Manager</u>		
Scott R. Fazekas, President AIA, NCARB, CBO, CASp LEED AP	Registered Architect, CA, NCARB Colorado Certified Plans Examiner ICC/ Calbo Certified Building Inspector, ICC/ Calbo LEED Accredited Professional, LEED Certified Access Specialist (CASp) DSA Certified Building Official, ICC	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility

Scott Fazekas, as Principal and Project Manager will be responsible for the administration of services and seeing that services are tailored to the specific needs of the Agency. He has managed consulting plan check and building safety services for over 33 years. He will also perform plan reviews and assign which employees will work on each given project. Mr. Fazekas is Past President of the Orange Empire Chapter of I.C.C. and has served on the Code Development and Education Committees. He also serves in the capacity of Building Official for two cities and stays abreast of changing regulatory trends.

Associates

Ganesh Rao, S.E.	Registered Structural Engineer, CA Registered Professional Engineer, CA Certified Plans Examiner, ICC/ Calbo	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility
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Mr. Rao has diverse design experience of wood, concrete and steel in low, mid and high-rise structures of varying occupancy groups. Now focused in plan review he brings a thorough knowledge of current structural code provisions. He has worked for SFA for 21 years.

Vic Penner, S.E.	Registered Structural Engineer, CA California Structural Engineers Association of Southern California American Society of Civil Engineers; International Conference of Building Officials	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility
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Name	Qualifications	Type of Review Work
Vic Pennera had been with the City of Los Angeles Building Safety for the majority of his career with experience in both plan review and supervision. He has worked for SFA for 20 years.		

Brett Archibald, P.E. CAsp	Registered Civil Engineer, CA Certified Plans Examiner, ICC Certified Mechanical Inspector, ICC International Code Council American Society of Civil Engineers Build it Green Certification, CA Certified Access Specialist, CAsp	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility
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Brett Archibald has 15 years experience in residential and commercial plan review.

Peter Tang, P.E.	Licensed Civil Engineer, CA	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility
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Peter Tang joined SFA after having spent sixteen years in structural design. His expertise in wood-framed structures and rack design has made him a valuable resource. Peter has 18 years experience in residential and commercial plan review.

Scott Beery, P.E.	Registered Professional Engineer, CA Certified Plans Examiner, ICC	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility
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Scott Beery has 15 years of municipal plan review experience. His structural design experience has covered residential, schools and a variety of commercial structures including timber, steel concrete and masonry construction materials.

<u>Name</u>	<u>Qualifications</u>	<u>Type of Review Work</u>
Kyle Tonokawa, P.E.	Registered Civil Engineer, CA Certified Access Specialist CAsp	Building & Structural Plumbing Mechanical, Electrical T24 Energy, Accessibility

Kyle Tonokawa joined SFA in 2018. He has plan checked and approved plans, design calculations and reports for various commercial and residential buildings and developments for compliance with the California Building Code, State Title 24 Accessibility, ADA and Energy requirements. He has 33 years of combined experience with L.A. City, Anaheim and Irvine Building Departments.

Randy Buck, Electrical Engineering	IAEI Professional Member	Electrical Review
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Randy Buck provides specialized electrical plan review for all types of commercial and industrial and residential buildings. He worked as Chief Electrical Inspector and then Chief Inspector in the City of Costa Mesa and now works for SFA reviewing Electrical plans and consulting with the plan check staff on electrical code. Mr. Buck is a past President, International Association of Electrical Inspectors (IAEI).

Resumes are at the end of the Proposal.

SCOPE OF WORK

Overall Process

Scott Fazekas & Associates, Inc. (SFA) proposes to provide start to finish comprehensive plan review services as-needed when assigned by the City of San Fernando. All of our plan staff are located in our Irvine office which is 30 miles from City Hall. Plans will be picked up from City Hall with 24 hours of notification when in paper format, or will receive the plans electronically when notified by the City when they send a link and the application paperwork.

During the review process, once the initial review or resubmittal is plan checked, the plans (**paper or electronic format**) are sent with plan review comments to the applicant with an electronic copy of the Correction List directly to the City's Building Official and any other desired, designated staff. Also, as an extra service, SFA will copy the Owner with the Correction List as a courtesy. This is discussed further in the Additional Data section. SFA's plan check engineers are available to the applicants by phone, e-mail, in person or virtual meeting via Zoom to discuss any questions prior to resubmittals.

When the applicant and/or design team have resolved corrections through the resubmittal and recheck process and have shown compliance with all applicable codes, ordinances, state and federal laws and City Policies and Interpretations, SFA will return a Transmittal with 2 sets of approved plans, stamped and signed by SFA, to the City in either paper or electronic format as required. A copy for the Assessor is also included when appropriate depending on the project scope.

Communication with Applicants

SFA has multiple mediums with which to communicate with applicants during the process. The method selected is intended to be the most convenient, timely, efficient, inclusive to all relevant parties, and which medium the design team has available to them. SFA lists the communication tools currently being utilized in our daily operations:

1. Zoom meetings
2. Conference call dial-ins
3. Combination of Blue beam shared on-line viewing with conference call to discuss plans.
4. On-site meetings
5. Meeting attendance at City Hall
6. Phone
7. Fax
8. E-mail and pdfs

Considerations such as the location(s), number of participants, complexity of the subject and even personality of the contacts plays a role in how our method of interaction is selected.

Plan Assignment/Routing

When plans are received either initially or for recheck, the plans are promptly routed to the plan check engineer with an assignment tag and the due date, so the engineer can schedule their time accordingly. All plan check engineers are paid hourly instead of salaried so they receive pay for all overtime at a rate of 1.5 times regular payroll. No pre-approval is required. This overtime pay system allows them to put in extra time when needed in order to **always meet the deadline.** **A weekly Turnaround Report is run and reviewed by management to verify that all deadlines have been met or exceeded.** By assigning work to the engineers quickly, offering automatic overtime pay and reviewing performance reports, SFA consistently meets our deadlines and will do so for the City of San Fernando.

The Scope of Review provided by SFA covers all the codes mandated for enforcement by the Building Department and are listed as follows:

- California Building Code, 2019 Edition (And whatever Edition goes into effect as mandated by State Law)
- California Mechanical Code, 2019 Edition
- California Plumbing Code, 2019 Edition
- California Electrical Code, 2019 Edition
- California Energy Code, 2019 Edition
- California Residential Code, 2019
- All California Adopted Codes
- City Grading Ordinance
- All California Statutes which mandate local enforcement
- All related State and Local Codes adopted by San Fernando as well as future adopted codes and ordinances during the term of the contract term
- City Policies
- City Interpretations

Plan Review Document Verification

The plan reviews also consist of checking the Application against the plans to verify accuracy and consistency of the description, valuation, square footage, construction type, use, and occupancy. In order for the plan checks to reflect the City's specific administrative preferences, policies, interpretations and routing protocols, SFA will customize a San Fernando Correction List Text which insures that specific requirements are not missed. SFA will also maintain a summarized outline of San Fernando's Ordinance requirements and administrative policies that each plan check engineer references. It can be amended at any time by the Building Official or authorized City staff by an e-mail or phone call. This enhances plan reviews that are consistent and in accordance with directives of San Fernando's Building Official.

Correction List Format

To enhance **fairness** to the designer with the Correction List, the format is such that upon recheck, all the corrections which are resolved by the designer's response are deleted/dropped from the list; only the unresolved items remain. The initial corrections that are unresolved remain in light font for reference with the follow-up correction clarification as to what remains outstanding and why, is typed in bold font. This lets the designer (and owner) see that it is not a new correction that was added but was simply not resolved by the designer, and why.

Scheduling and Tracking

SFA's plan log has all the features for flawlessly tracking both routing and review status. It features the ability to provide status reports, statistical reports, performance and management reports. This is available to the City as requested. Our Reports show:

- Dates received, reviewed, checked, notified and shipped
- Tracking status by UPS or Courier
- Plan Check Engineer's name, contact information, where and how to respond and resubmit for recheck
- Correction Lists
- Special Notes to flag unique project-specific items.

SFA also has a condensed Report on our website which is available to the City and Applicants by which the status of a project can easily be checked.

Turnaround Time

The proposed turnaround times would be:

Plan Check Services	Maximum Timeframe for Delivery
Major Plan Check: e.g. multi-family residential, commercial and other non-residential project	10 Business Days
Subsequent & resubmitted plan checks; new single family house; and simple tenant improvements for non-residential buildings.	5 Business Days
Minor Plan Check: e.g. room additions for single family house; detached structures, and re-roofing	10 Business Days
Grading Plan Check for new construction	10 Business Days
Subsequent or resubmitted grading plan checks	5 Business Days
Other Services	As agreed upon case-by-case
Accounting & reporting	As needed by City
Return of Phone Calls	2-4 hours

Unique projects that would be unusually complex and large in scale would be as agreed upon in advance with the City.

SFA has worked with our client cities on numerous projects which required preliminary meetings, condensed schedules, phased reviews and tight goals on permit issuance deadlines.

Additional Scope Provided by SFA

Building Official Services are offered on an as-needed basis as requested in the RFP. The Building Official is not expected to have set office hours and will be expected to be available as-needed by the City or by developers. These services are available in person, by phone, via Zoom or a combination of communication tools. SFA currently serves as the Building Official for the Cities of San Fernando, Tustin, La Habra Heights and Paramount. The arrangements there are similar to the City of San Fernando's needs in that there are no set hours.

SFA has three (3) CAsp professionals on staff. The Certified Access Specialist shows a level of competency in not only California Access Regulations, but in both federal and state laws and how both citizens and the City are affected.

Preliminary meetings either virtually or Zoom are offered by SFA.

Phone consultations are available to the City on any topic, regardless of whether or not it's for a project worked on by SFA. **Code issues are addressed as a courtesy with no charge.**

SFA's Office

All of SFA's plan review services are based in our Irvine office. Having all of our staff in one office location enhances quality control through:

- Creating a team information sharing environment,
- Single location of all staff for meetings to train and discuss uniformity
- Central location for tracking plans, entering data, typing Corrections, handling phones
- No sharing of plan assignments occurs by shipping to other district offices

Electronic Tools

Some of the key elements which are relied upon for a plan review operation are 1) Plan Check software and hardware, 2) Plan Correction List development and distribution, 3) Municipal Permit System data, 4) Courier and UPS tracking, 5) e-mail correspondence with the City and applicants, and 6) the Plan Log Program and 7) on-line access to client software.

- 1) SFA has (5) five electronic plan review stations. Each has dual 43" screens with 4K resolution. Bluebeam Revu is our primary software which the plan check engineers prefer to use. Adobe Reader is also available. We also have a digital security stamp through Bluebeam which uses Sectigo Security to allow us to lock plans to prevent tampering. SFA can accept plans from any City format by simply providing us a link to download into our system.

- 2) Our plan check correction lists are typed using Microsoft Word and the Correction lists are sent via e-mail to the City and applicants.
- 3) Municipal permit tracking systems used by cities for which we do electronic plan reviews have been Bluebeam, Accela, E-Plan Soft Review (EPR) Sire and EnerGov.
- 4) SFA's Administrative Section has a computer tracking station exclusively for UPS accounts. Status of plan deliveries and time, dates and individuals who signed for plans is easily accessed.
- 5) All e-mail correspondence is sent in either electronic file or as pdf format depending on the document type and City preference using Microsoft. When required in another format, it can be saved in another requested format before sending.
- 6) SFA has developed a sophisticated Plan Log System that tracks plans, lists Application and Correction data, develops invoicing, and provides reports for performance data.
- 7) When requested by a client, SFA has been granted licenses by the City to allow us to **access the City's database and to review the plans in their system.**
- 8) SFA has an on-line plan review status tool on our website for access by the City and Applicant. Our Correction Lists communicate how it can be accessed as a convenience.

City Role/Time Involvement

It is the goal of SFA to make the effort by City staff to be zero, or at least very minimal regarding the start-to-finish plan review process. The City uses a consultant to relieve the City of that assignment. Since SFA works at the pleasure and direction of the City, the City has the right to determine what, if any, involvement they have. SFA is simply an extension of the City staff as a resource as-needed.

As Building Official, SFA will work to insure the City is well represented, staff back-up is provided and codes are professionally and fairly applied.

ADDITIONAL DATA

Hold Form Policy

Plan review is an **essential function in the City's role of establishing compliance with minimum codes, regulations and ordinances** but must be balanced with a **customer service attitude** that establishes a helpful and constructive attitude by the plan check staff in attaining **plan approval**. When a plan check submittal response is not entirely complete or ready for approval but the remaining items are relatively minor, **SFA's HOLD Form allows us to update the City of the Corrections but lets the City know that we have called, notified and are working with, the design team on minor items that can be resolved by slip-sheeting,**

attaining missing signatures, resolving calculations, etc. . . The applicant and designer are always appreciative of this personalized level of service which avoids delays by additional plan routing or having to resubmit and wait their turn in line after another resubmittal. This is one of the ways that SFA puts forth the effort to make our client, the City of San Fernando, look good. This also lets the City see that our turnaround time is met since the HOLD Form shows that the review was done on time but had corrections. The applicant views it as assisting them in fast-tracking their job.

Owner Notification Policy

SFA has recently implemented a new idea with one of our client agencies that is a departure from conventional Building Safety protocol but is innovative in enhancing the professional image of the City to the property owners. SFA will provide this service for San Fernando if Management so desires.

If using the Owner Notification, the applicant is required to provide the owner's contact information on the Application, including e-mail address. When SFA sends out the Correction List to the applicant or design professional, the owner is also provided a copy. It is prefaced with a statement on the e-mail that no action is required by the owner but that the information is provided as a courtesy at the request of the City's Building Official to keep them informed on the progress of their project. The language in this e-mail is subject to the City's approval.

Often, the design team uses the "City" which includes the "Consultant", as the scape goat. They often make excuses to their client for their schedule and workload which delay resubmittals or cause the resubmittals to be incomplete, just to be able to tell their client that they've resubmitted. The owner will see the dates of Correction Lists and the follow-up comments and items that have not been resolved and why. Having the owner engaged should in theory, reduce the number of rechecks needed, facilitating earlier approval, and will reduce or avoid blame being directed at SFA or the City. This, as with the HOLD Form, is another way SFA provides tools to enhance the City's image to their community.

Applicant Questionnaires

SFA provides Applicant Questionnaire at the time of initial review for the design/developer team to complete after the review process is complete. This allows follow-up of any potential process issues but also lets the plan check team know they're open to receiving comments. SFA only implements this when requested by the City, as cities often have their own-quality control measure preferences.

SFA REFERENCES

SFA currently provides building plan review services for the following agencies and SFA encourages the City to contact these agencies regarding our work performance.

Agency: **CITY OF ARCADIA**

Reference: Ken Fields, Building Official
(626) 574-5420

Service: Plan Review since 5/1/1999

Agency: **CITY OF BEAUMONT**

Reference: Christina Taylor, Community Development Director
(951) 572-3212
Pedro Rico, CBO, Building Official
(951) 769-8529 ext. #7

Service: Plan Review since 7/1/2007

Agency: **CITY OF CATHEDRAL CITY**

Reference: Robert Rodriguez, Acting Building Official
(760) 202-1460/760 770-0344

Service: Plan Review since 4/1/2002

Agency: **CITY OF COSTA MESA**

Reference: Charles Chamoun, Chief Plans Examiner
(714) 754-5614

Services: Plan Review since 1996

Agency: **CITY OF IRVINE**

Reference: Jessie Cardova, Building Official
(949) 724-6371

Services: Plan Review since 1996

Agency: **CITY OF LAKE ELSINORE**

Reference: Bill Belvin, CBO, Building Official
(951) 674-3124, #226

Service: Plan Review since 8/1/1996

Agency: **CITY OF LA HABRA HEIGHTS**

Reference: Fabiola Huerta, City Manager
(562) 694-6302, #227

Reference: Rafferty Woddrige, Assistant City Manager/
Community Development Director, #235

Service: Plan Review & Building Official since 1/31/2010

Agency: **CITY OF NORWALK**
Reference: John Ramirez, Community Development Director
(562) 929-5744
Service: Plan Review since 7/1/1997

Agency: **CITY OF ONTARIO**
Reference: James Carrow, CBO, Building Official
(909) 395-2172 office
Service: Plan Review since 10/1/1998

Agency: **CITY OF PARAMOUNT**
Reference: Antulio Garcia, Building Safety Manager
(562) 220-2063
Service: Plan Review and Building Official since February, 2021

Agency: **CITY OF PASADENA**
Reference: Sarkis Nazerian, CBO, Building Official
(626) 744-7571
Service: Plan Review
Plan Review since 1997

Agency: **CITY OF SANTA ANA**
Reference: Jason Kwak, P.E., CBO, Building Official
(714) 647-5862
Service: Plan Review since 2005 (Retiring 11/20/20)

Agency: **CITY OF SANTA CLARITA**
Reference: John Caprarelli, P.E., CBO, CASp
(661) 255-4396
Service: Plan Review since

Agency: **CITY OF TUSTIN**
Reference: Justina Willkom, Community Development Director
(714) 573-3115
Dana Ogden, Dep. Director, Community Development
(714) 573-3109
Service: Plan Review since 2/1998 & Building Official since 2012

Agency: **CITY OF DESERT HOT SPRINGS**
Reference: Keith Hightower, CBO, Building Official/Community Development Director
(760) 329-6411 ext 257/cell (951) 377-1795
Service: Plan Review since 2018

Agency: **CITY OF WHITTIER**
Reference: Michelle Harencame, CBO, Building Official
(562) 567-9320
Service: Plan Review since 2018

Agency: **CITY OF WESTMINSTER**
Reference: Justin Ngnyen, P.E./CBO, Building Official
(714) 548-3475
Service: Plan Review since 2017

Agency: **CITY OF VISTA**
Reference: Fred Huddleston, Building Official
(760) 643-5392
Service: Plan Review since 2017

Other References are available upon request.

SCOTT R. FAZEKAS**EDUCATION**

Bachelor of Science in Architecture, California State Polytechnic University, 1980
Supplementary Structural Course Work, California State University, Fullerton, 1984

PROFESSIONAL REGISTRATION

Licensed Architect, California, C-19012, Colorado, Nevada, NCARB

CERTIFICATION

LEED Accredited Professional, LEED
Certified Access Specialist, DSA CASp-063
Certified Building Official, I.C.C. 808505-CB
Certified Plans Examiner, I.C.C., C.B.C. 808505-K-6
Certified Building Inspector, I.C.C., C.B.C. 808505 K-1

EXPERIENCE

Mr. Fazekas is President of Scott Fazekas & Associates, Inc. (SFA) which provides building official, building plan check and building inspection services to governmental agencies. He has interfaced with architects, engineers, designers, contractors, plan checkers, inspectors, developers and building owners to achieve code compliant building construction through the application of local, state, and federal codes and regulations.

Mr. Fazekas has plan checked buildings which encompass the full spectrum of building types and occupancy groups and has served as building official for fourteen jurisdictions through long term and interim contract arrangements. He has also contributed to both the design and code enforcement professions by regularly lecturing at code-related seminars and classes for Calbo and ICC. He served six years on the American Institute of Architects Building Performance and Regulations Committee where he as AIA's representative voted on the ANSI A117.1 Disabled Access Standards. He also served four years on I.C.B.O.'s General Design/Structural Review Committee and on the Orange Empire Chapter of I.C.B.O.'s Code Change Committee. He has served on the local Orange Empire Chapter of ICC's Board and was President in 2005. He has served as both contract and interim Building Official for 20 jurisdictions during his last 28 years in the private sector.

Mr. Fazekas has 48 years of progressive experience working in and for building departments. Prior to starting SFA, he was employed by BSI Consultants, Inc. as a Senior Vice President and Division Manager of the Building Safety Division. He was responsible for starting, developing and managing the Building Safety Division for 11 years. During that time he served as building official in California and Washington jurisdictions and oversaw plan review services for more than one hundred client agencies. He also founded and served as President of Employment Systems Inc., which was a corporation dedicated to municipal staffing needs. Before his term with BSI, he spent 13 years working for the building divisions in the Cities of Newport Beach and Costa Mesa where he worked his way through all levels in the departments from clerk to permit technician, inspector and plan check engineer.

PROFESSIONAL AFFILIATIONS

A.I.A., I.C.C., CALBO

Scott Fazekas & Associates, Inc.

GANESH M. RAO

EDUCATION

Masters of Science in Civil Engineering
Brigham Young University, Provo, Utah
Bachelor of Science in Civil Engineering, Bangalore University, India

PROFESSIONAL REGISTRATION

Registered Structural Engineer in California S4471
Registered Professional Engineer in California C52721
Certified Plans Examiner, I.C.C. 1136557-60

EXPERIENCE

Mr. Rao has been a building plan check engineer in SFA's Irvine office since 1998. He reviews both commercial and residential plans for compliance with model codes and local ordinances. He has a total of 29 years of progressively involved engineering experience.

Prior to his employment with SFA, Mr. Rao has spent eight years in the design field with experience in California, Nevada and Hawaii designing wood, steel concrete and post-tensioned low, mid and high-rise structures. Occupancies which he has performed design work for have included retail, medical, office resort, bridge, industrial, schools, parking structure and hanger facilities.

Mr. Rao has experience in a variety of geographic regions. His design experience includes projects in California, Nevada, Washington, Oregon, Hawaii and the Territory of Guam. His plan review experience has been in California, Nevada and Colorado. Mr. Rao has reviewed plans for code compliance, residential, tenant improvement, low to mid-rise, tilt-up warehouses, etc. Projects included a three-dimensional finite element analysis of space frame for a mall in the Territory of Guam, Disney Building in Burbank utilizing "Haunch" moment connections, seismic retrofit of Mattel Distribution Center, an aircraft hanger and Sony Technology Center in San Diego. Projects also included design and detailing of antenna structure ranging from 30 feet monopole to 400 foot latticed tower.

Scott Fazekas & Associates, Inc.

VICTOR A. PENERA**EDUCATION**

Bachelor of Science in Mechanical Engineering
California State University, San Diego 1968
Master of Science in Mechanical Engineering
University of Southern California, 1970
Supplementary Structural Course Work
California State University, Los Angeles, 1973-76

PROFESSIONAL REGISTRATION

Registered Structural Engineer, California 1976, 2083
Registered Professional Engineer, California 1971, 21629

EXPERIENCE

After completing 30 years of service with the City of Los Angeles, Mr. Penera retired in April, 2000 and immediately joined SFA as a member of its plan check engineering staff.

Having worked four years in the Department of Public Works and 26 years in Building and Safety with the City of Los Angeles, Mr. Penera has substantial experience in both design and plan checking of structural systems. In the 26 years he spent with LA Department of Building and Safety, he plan checked a wide spectrum of structural systems, occupancies and uses; from simple, wood-frame, single family room additions to complex, high-rise, steel office buildings.

During the last three years of his career with Los Angeles Department of Building and Safety, Mr. Penera served as the Deputy Superintendent of Building in charge of the Engineering Bureau. As Chief of the Engineering Bureau, Mr. Penera oversaw a staff of 175 engineers, technicians and clerical staff responsible for the checking for compliance of state and local regulations related to building, electrical, plumbing, mechanical and zoning issues.

Mr. Penera was active in the development of the first International Building Code (IBC). For one year he served on the Steering Committee for the development of the first draft of the IBC and for two years served as Chairman of the Structural Subcommittee to draft the structural engineering chapters (Chapters 16-26) of the proposed IBC.

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Southern California
American Society of Civil Engineers
International Conference of Building Officials

KYLE B. TONOKAWA**EDUCATION**

Bachelor of Science in Civil Engineering, California State Polytechnic University, 1985

PROFESSIONAL REGISTRATION

Civil Engineer, CA

CERTIFICATION

Certified Access Specialist, (CAsp), DSA CAsp-0642

EXPERIENCE

Mr. Tonokawa is a plan check engineer in SFA's Irvine office. He provides plan reviews of all types of construction and occupancy groups. Through his 33 years of municipal building department career he has gained diverse experience in zoning reviews, testing of proprietary construction products and listing, grading reviews and geotechnical report reviews and management of plan check staff in addition to comprehensive plan review responsibilities.

Mr. Tonokawa began his career in 1985 as a plan check engineer with the City of Los Angeles where he worked for 13 years providing building, zoning and grading plan reviews. He then spent nine (9) years as Senior Plan Check Engineer with the City of Anaheim where he handled major projects, as well as code interpretation resolutions and project flow and scheduling. His most recent position before joining SFA was 11 years in the City of Irvine as Senior Plan Check Engineer where, in addition to complex plan reviews, he handled staff training, inter-departmental representation and interfacing with consultants in providing plan review services.

PROFESSIONAL AFFILIATIONS

Calbo - Post Disaster Safety Assessment Evaluator
California Office of Emergency Services - Essential Engineering Duties
I.C.C.

SCOTT D. BEERY

EDUCATION

Bachelor of Science in Architectural (Structural) Engineering, California Polytechnic University, San Luis Obispo, CA

Associate of Science-Fire Technology, Santa Ana College, Santa Ana, CA

PROFESSIONAL REGISTRATION

Licensed Professional Civil Engineer, California

CERTIFICATION

Certified Plans Examiner, I.C.C., C.B.C.

EXPERIENCE

Mr. Beery has worked in the private design sector for eight years and he has 15 years municipal plan review experience. His structural design experience has covered residential, schools and a variety of commercial structures including timber, steel, concrete and masonry construction materials.

Prior to Mr. Beery working at SFA, he was an Associate Engineer for over two years with the County of San Diego Building Department. He then worked at the City of Anaheim for seven years as a Senior Plans Examiner and Plan Check Supervisor. His latter experience involved management duties and public interface with applicants as well as hands-on plan review.

At SFA, Mr. Beery provides comprehensive plan review services for all types of construction types and occupancy groups.

Scott Fazekas & Associates, Inc.

PETER K. TANG

EDUCATION

Bachelor of Science in Engineering, California State Polytechnic University, 1994

PROFESSIONAL REGISTRATION

Licensed Civil Engineer, California, C-59691

EXPERIENCE

Mr. Tang has been a plan check engineer in SFA's Irvine office for 18 years. He reviews both residential and commercial plans for compliance with model codes and ordinances. With a background in forensic investigations on wood-framed structures, he is particularly well versed in wood structures.

Over an 18 year period, Mr. Tang has been exposed to a variety of engineering design assignments with three different structural design firms. He was employed by Seismic, Inc. in Pomona, Ficcadenti & Waggoner Structural Engineers in Irvine, and John A. Martin Structural Engineers in Los Angeles prior to his employment with SFA.

Mr. Tang has been an excellent supervisor to junior plan checkers in the area of wood framing. His expertise in rack design has also made him a valuable resource in the review of increasingly large rack systems.

Mr. Tang was a project designer on Fresno State's Savemart Center, a steel and concrete sports area; the Pacific Grand Resort, a steel conference center in Huntington Beach; the Westpart Tiempo Community in Irvine, a seismic retrofit of homes; and the Casa Gateway Condos in Pacific Palisades, a seismic evaluation of 3-story homes.

BRETT ARCHIBALD**EDUCATION**

Bachelor of Science in Civil Engineering, California State San Diego, 2002
Structural Emphasis in Course Work

CERTIFICATIONS

Registered Civil Engineer, California C69206
Certified Plans Examiner, I.C.C. 5114159-60
Certified Mechanical Inspector, I.C.C. 5114159-41
Build It Green Certification, CA
Certified Access Specialist, DSA CASP-122

EXPERIENCE

Mr. Archibald is one of SFA's professional staff in our Irvine office. He has 18 years of experience with SFA reviewing both residential and commercial projects. He is responsible for tracking changes in T-24 Energy Regulations and updating all staff.

Mr. Archibald has experience in plan checking a variety of projects including single and multi-family housing, tenant improvements, new commercial and industrial buildings, seismic retrofits, tilt-up warehouses, etc. These projects involved structural systems such as wood framing, light gauge steel, moment frames, cantilever columns, concrete and masonry.

Mr. Archibald has also been instrumental in helping to establish tailored documentation for some of SFA's newer clients or clients which are modifying procedures or policies. His computer skills have assisted in the coordination of SFA processing with the needs of our clients.

PROFESSIONAL AFFILIATIONS

International Code Council
American Society of Civil Engineers

RANDY BUCK

EDUCATION

California Polytechnic University, San Luis Obispo, CA 1978 -1979, Electrical Engineering
Whitworth College, Spokane WA, 1977-1978

EXPERIENCE

Mr. Buck works for SFA to provide electrical plan review services on large or complex projects and interfaces with all plan check staff as-needed on unique electrical code issues. He has worked for SFA since his retirement from Costa Mesa in 2017.

Mr. Buck has worked in the electrical industry for the past 40 years, starting as an electrician, electrical contractor and then entering the public sector as an electrical inspector the the City of Costa Mesa. He retired after 30 years of service as the Chief Inspector and Electrical Plan Checker for Costa Mesa. He presently teaches electrical code and ordinances for the International Brotherhood of Electrical Workers (IBEW).

PROFESSIONAL AFFILIATIONS

Past President, International Association of Electrical Inspectors (IAEI)
IAEI Professional Member #6034372

PRICE PROPOSAL

SFA proposes to provide plan review services for seventy-five percent (75%) of the City's plan check fee schedule using the most current Valuation Data Chart available by ICC.

SFA will not charge for rechecks unless the plans are incomplete or revised for which the City would also collect additional fees from the applicant as well. The City would then have the funds to reimburse SFA. Additional reviews not covered under the typical plan review fee would be charged at \$110/hour.

Building Official services are proposed at \$125/hour.



PROFESSIONAL SERVICES AGREEMENT

Scott Fazekas & Associates, Inc.

Building Plan Check and Building Official Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 15th day of April 2021 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Scott Fazekas & Associates, a Corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of TWELVE (12) MONTHS commencing from the effective date. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is set forth in the Price Proposal section of Exhibit "A" (hereinafter, the "Approved Rate Schedule").
 - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$25,000 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are

PROFESSIONAL SERVICES AGREEMENT

Building Plan Check and Building Official Services

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projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

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

PROFESSIONAL SERVICES AGREEMENT

Building Plan Check and Building Official Services

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II. PERFORMANCE OF AGREEMENT

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

PROFESSIONAL SERVICES AGREEMENT

Building Plan Check and Building Official Services

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

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

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

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CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors,

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subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

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

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

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue

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policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of

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this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the

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expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

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

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

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- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Scott Fazekas & Associates, Inc.
9 Corporate Park, Suite 200
Irvine, CA 92606
Attn: Scott Fazekas, President
Phone: 949.475.2901
Fax: 949.475.2560
Email: sfairvine@aol.com

CITY:

City of San Fernando
Community Development Department
117 Macneil Street
San Fernando, CA 91340
Attn: Director of Community
Development
Phone: 818.898.1227
Fax: 818.898.7329

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if

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any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement

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together through a process of negotiation and with the advice of their respective attorneys.

- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

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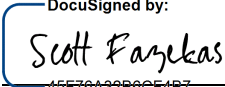
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO

By: 
1041FC9C27C7499...
Nick Kimball, City Manager

SCOTT FAZEKAS & ASSOCIATES, INC.

By: 
45F70A92B0CF4B7...
Name: Scott Fazekas
Title: President

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julian J. Venegas, Director of Recreation and Community Services

Date: March 6, 2023

Subject: Consideration and Discussion Regarding Updating the Park and Recreation Master Plan and Consideration to Authorize a Notice Inviting Bids to Conduct a Land and Open Space Inventory

RECOMMENDATION:

It is recommended that the City Council:

- a. Discuss updating the Park and Recreation Master Plan (Attachment "A") to include opportunities to add new park facilities;
- b. Authorize a Notice Inviting Bids to conduct a land and open space inventory (Attachment "B");
- c. Adopt Resolution No. 8220 (Attachment "C") to allocate a Los Angeles County Regional Parks Open Space District Technical Assistance Program grant, which increases the Capital Grants (Fund 010) revenues and expenditures by \$185,000 for Fiscal Year 2022-2023; and
- d. Provide staff direction as appropriate.

BACKGROUND:

1. On November 8, 2016, Los Angeles County voters approved the Los Angeles County Safe, Clean Neighborhood Park, Open Space, Beaches, River Protection, and Water Conservation Measure (Measure A). The passage of Measure A funds park development through an annual parcel tax. The Los Angeles County Regional Park and Open Space District (RPOSD) is responsible for administering annual Measure A allocations, award competitive grants, and fund the Technical Assistance Program (TAP).
2. On February 5, 2018, the City Council adopted the Park and Recreation Master Plan (PMP) as an instrument for developing a comprehensive vision for park facility improvements and recreational programs offered to the residents of San Fernando. The PMP identified a lack of recreational facilities such as bike paths, walking trails and dog parks, but also recognized the scarcity of available land to build new park facilities.

**Consideration and Discussion Regarding Updating the Park and Recreation Master Plan and
Consideration to Authorize a Notice Inviting Bids to Conduct a Land and Open Space Inventory
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3. On March 7, 2022, the City Council adopted Resolution No. 8125 (Attachment "F") authorizing staff to apply for RPOSD funding for projects, programs and TAP funding. The authorization allows the City to enter into Agreement with the RPOSD to provide funds for acquisition projects, development projects, and/or programs.
4. On June 21, 2022, the City Council amended the Fiscal Year 2022-2023 budget to appropriate \$50,000 of American Rescue Plan Act (ARPA) funds for a Feasibility Study to identify New City Park Space.
5. On July 5, 2022, the City Council requested that staff look into the possibility of developing a dog park in the city.
6. On July 14, 2022, Los Angeles County RPOSD announced a \$185,000 allocation in TAP Services for the City of San Fernando. The funds are earmarked to assist the development of new park facilities. Subsequently the City entered into a Master Agreement with RPOSD guaranteeing such funds.
7. On August 15, 2022, staff presented a concept for a Dog Park at San Fernando Recreation Park that could be funded with RPOSD annual allocation funds. While open to the idea, the City Council directed staff to take a broader approach for developing new park facilities. That approach will take the form of updating the PMP by conducting a land and open space inventory to define potential land for new park facilities.

ANALYSIS:

The City of San Fernando is a built out community with very few vacant parcels available that can be developed into recreation facilities. Any available land is privately owned and extremely difficult to acquire due to the lengthy acquisition process. Typically, a willing seller does not want to wait for the City to identify the funds for the property purchase. Currently, most City-owned land lies within Specific Plan 5 and is assigned for economic development purposes or other City projects.

Commissioning a Land and Open Space inventory will take a sincere look at all potential land that can be developed for recreational purposes. The inventory will not only look at vacant land, but also look at open spaces at public schools, churches, and private property. Expanding the scope to include open spaces provides greater opportunities to identify land that can be developed for a recreational purpose. The City's land that has previously been identified for other purposes will be considered with the stipulation that the City Council would have to approve repurposing such land for a recreation project.

Consideration and Discussion Regarding Updating the Park and Recreation Master Plan and Consideration to Authorize a Notice Inviting Bids to Conduct a Land and Open Space Inventory
Page 3 of 4

The prospective firm conducting the land inventory will consult the Park and Recreation Master Plan adopted in 2018 to determine the base needs for recreational facilities in San Fernando. However, those needs will be updated with a robust community engagement effort to reaffirm those needs and/or identify new facilities or recreational programs desired by the community. The methods to gather feedback include, but are not limited to, a community survey, event pop-up engagements, interviews with key stakeholders, and meeting with special interest focus groups and local agencies involved in parks, open space and recreation.

The Los Angeles County Safe, Clean Neighborhood Parks and Beaches Measure of 2016 established the Technical Assistance Program (TAP) to assist High or Very High Park Need communities such as San Fernando to develop park projects, open spaces, and recreational programs. The goal is to equal the playing field so more high-quality park projects are built in these communities where the need is greatest. A land and open space inventory in San Fernando is an eligible TAP service and will be funded by the \$185,000 RPOSD allocation. These TAP funds are guaranteed through the RPOSD award letter and Master Agreement between the City and RPOSD (Attachment "D").

In addition to the RPOSD funds, the City Council previously allocated \$50,000 of ARPA funds toward conducting a Feasibility Study for New Park Space as out lined by Resolution No. 8175 (Attachment "E"). Used by itself, the \$50,000 of ARPA funds would have limited the scope of the Feasibility Study to a narrow community engagement effort and a hazy inventory of potential land or open space use. However, by leveraging ARPA and RPOSD funds, a total of \$235,000 is available to conduct a more rigorous study. Not only will potentially new parkland be identified, but due diligence and pre-acquisition real estate, negotiations or Joint-Use agreement negotiations can also be conducted through the TAP Services. This allows the City to act on and secure land or open space deemed suitable for a new park space.

A Notice Inviting Bids (Attachment "B") will be released on March 6, 2023 seeking the services of a highly qualified consulting firm to prepare a comprehensive update to the Park and Recreation Master Plan with proven expertise in recreation facility planning, community outreach (which may be in conjunction with a local NPO), recreation program assessment, financial analysis, and organizational analysis. A major component of the study will be the land and open space inventory of vacant lots, and underutilized lots at churches, schools and private property. The development of potential new park space will reflect the community needs garnered through the community engagement effort. Upon City Councils approval of any potential new park space, the selected firm may also assist the City with negotiating land acquisition or Joint-Use agreements.

Consideration and Discussion Regarding Updating the Park and Recreation Master Plan and Consideration to Authorize a Notice Inviting Bids to Conduct a Land and Open Space Inventory
Page 4 of 4

BUDGET IMPACT:

The total funds available for updating the Park and Recreation Master Plan is \$235,000. The City Council allocated \$50,000 of ARPA and the Los Angeles County Regional Parks and Open Space District allocated \$185,000 for TAP Services. Adoption of Resolution No. 8220 (Attachment "C") establishes an account in the Capital Grant Fund (Fund 010) for the TAP services grant and amending said account's revenues and expenditures by \$185,000 for Fiscal Year 2022-2023.

SOURCES		
Fund	Account Number	Allocation
ARPA Funds	121-3668-3689	\$ 50,000
RPOSD Funds	010-3697-0516	\$ 185,000
Total Sources:		\$ 235,000

USES		
Activity	Account Number	Cost
Updating Park and Recreation Master Plan	121-420-3189-4600	\$ 50,000
Community Engagement		
Negotiations		
Land and Open Space Inventory	010-420-0516-4600	\$ 185,000
Expenditures-to-Date:		\$ 0
Total Available Uses:		\$ 235,000

CONCLUSION:

It is recommended that the City Council discuss updating the Park and Recreation Master Plan, and authorize a Notice Inviting Bids for a land and open space inventory, adopt Resolution No. 8220 amending Operating Grant Fund by increasing revenues and expenditures by \$185,000 for Fiscal Year 2022-2023 and provide staff direction as appropriate.

ATTACHMENTS:

- A. Park Master Plan
- B. Notice Inviting Bids
- C. Resolution No. 8220
- D. RPOSD Award Letter and Master Agreement
- E. Resolution No. 8175
- F. Resolution No. 8125



FINAL REPORT

City of San Fernando Park & Recreation Master Plan

November 2017



Community Inspired Spaces



City of San Fernando

.....

Park and Recreation Master Plan

November 2017

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Mayor

Antonio Lopez
Vice Mayor

Joel Fajardo
Councilmember

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City of San Fernando

.....

Park and Recreation Master Plan

November 2017

Prepared for



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A special thanks to our stakeholders who participated in the planning process:

City of San Fernando Community Members

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Executive Summary

The San Fernando Park and Recreation Master Plan (referred to as the Master Plan) serves as a guide and implementation tool for the management and development of parks and recreational facilities for the City of San Fernando. The Master Plan process complements the defined strategy of the 1987 General Plan and Open Space Element, setting forth the vision to designate, as appropriate, open space land for the following purposes;

- Open space for the preservation of natural resources such as animal and plant life and ecological areas.
- Open space for the managed production of resources such as agricultural land areas or major mineral deposits.
- Open space for outdoor recreation such as areas particularly suited for park and recreation purposes.
- Open space for public health and safety such as areas which require special management or regulation because of hazardous conditions including earthquake fault zones and unstable soil areas.
- Open space dedicated to creating experiences that provide for good citizenship, a sense of community, and a better quality of life.

The Master Plan also reflects the defined goals and strategies of the 1992 Parks Action Program as follows;

- Provide both active and passive park facilities and recreation programs that address the leisure time needs of all ages, income levels, ethnic groups, and physical capabilities to enhance the overall quality of life of San Fernando as a whole.
- Promote community health and fitness through active recreation programs.
- Engage and maintain community support for parks and recreation programs.
- Use San Fernando's park and recreation system to help create a strong community image for San Fernando.
- Maintain all parks at the highest level possible to provide a pleasant and safe experience for users.

The Master Plan Process

The Master Plan process commenced with an examination of the characteristics that define the community and an inventory of the existing recreational opportunities and resources available within the City of San Fernando. The inventory and analysis provide the foundational understanding of the community and serve as the starting point from which community members are engaged and their needs are identified.

Executive Summary

Established methods of community involvement include; a San Fernando resident-specific telephone survey, sports organization questionnaire, community workshops, and stakeholder interviews. These provide multiple opportunities to engage community members from which a broad understanding of public issues, recreational facility usage patterns, and community needs for parks and recreation facilities are developed.

Study of the identified needs, facility usage patterns, demographic analysis, population projections, and recreation standards provide the basis for the quantification of facilities required to meet the identified community needs. Facility recommendations are derived based on priority of needs.

Existing Recreation Resources

The City of San Fernando has seven (7) public parks, one (1) privately owned park, and three (3) community facilities with over thirty-two (32) acres of parkland within the City's park system. Parks within this system (as outlined in the 1992 Parks Action Program) are defined by the following categories; Major Parks, Community Parks, Neighborhood Mini-Parks, Joint-Use Recreation Facilities, InterCity Bikeway System, Hiking Trails, and Historic Trail/Scenic Walk Systems. These resources contain a variety of recreational opportunities including tot lots, baseball fields, basketball courts, tennis courts, multi-purpose / open space areas, community buildings, and trail access points.

Community Participation

The Master Plan process utilizes a variety of methods to gather community information to ensure the process is as inclusive as possible and has the greatest benefit to the community. During the community outreach phase, information is gathered from residents and stakeholders through a variety of methods including the following: City of San Fernando Resident Telephone Survey, Sports Organization Questionnaire, Community Workshops, and Stakeholder Interviews.

City of San Fernando Resident Telephone Survey

A total of 200 randomly-selected City of San Fernando household interviews were completed, representing approximately 700 residents. Respondents were contacted through use of a random digit dial sample with interviews conducted via land lines in English. The purpose of the survey is to obtain statistically valid, community-wide input on a variety of issues related to the Master Plan process including; community characteristics, rankings of parks and recreation facilities, parks and recreation facility use, desired facilities and programs, as well as issues and challenges facing the community.

Sports Organization Questionnaire:

Seven (7) sports organizations responded to a questionnaire designed to gather information about organization participation, needs, and facilities used. The survey provides quantitative information on how sports organizations use parks and recreation facilities within the City, as well as qualitative information that allows for feedback from sports organization representatives on issues and concerns related to facility issues and needs.

Community Workshops:

Three (3) community workshops were held at multiple locations in the City of San Fernando in the months of March, April and May 2017. The workshops focused on community characteristics, trends, sports organization user groups, and community feedback and prioritizations. The workshops provide residents with an overview of the Park and Recreation Master Plan and the Needs Assessment process, allowing the opportunity to provide feedback and insight, beyond the other community outreach measures.



Stakeholder Interviews

Eight (8) one-on-one and group stakeholder interviews were conducted with selected individuals to establish an initial impression of relevant issues related to parks and recreation facilities within the City of San Fernando. Interviews provide key insight to a number of topics relative to those discussed in other community outreach activities.

How Many Fields, Courts, Facilities, and other Recreation Elements Does the City Need Now and in the Future?

Knowing “how much” and “how often” residents use the existing parks and recreation facilities and the specific types of recreational activities in which they participate in is essential to establishing the specific type and number of facilities for which to plan for now and in the future. The combination of the community participation data highlights how San Fernando residents actually participate in park and recreational activities. Information from the telephone survey and sports organization questionnaire provide the basis for calculations which quantify how many parks and recreation facilities are actually needed by the community.

What Are the Top Priority Facility and Program Needs for San Fernando?

Utilizing a variety of methods and tools of community engagement and analysis provides the greatest amount of feedback and ensures that the Master Plan is as inclusive as possible. The Facility Needs Summary Matrix (**Exhibit 3.5-1**) and Program Needs Summary Matrix (**Exhibit 3.6-1**) combines the results of the outreach methods together and highlights the specific facilities and programs needed by the community identified by each process, and provides a means for prioritization.

Highest Priority Facility Needs for the City include:

- Walking / Jogging Trails
- Soccer Fields
- Basketball Courts
- Bike Lanes / Bike Paths

Highest Priority Program Needs for the City include:

- Community Events
- Security



Existing Basketball courts at Las Palmas Park.

Executive Summary

Recommendations

Based on facility and program needs identified during the Facility Needs Assessment process, opportunities and constraints are studied and recommendations are made in detail in Section Four of this report. Ultimately, the process for continued recreation and facility planning and implementation will necessitate a multi-pronged approach including; City-wide park maintenance programming, planned park renovations and improvements, safety and security measures, circulation expansion, and joint-use agreement development. These recommendations will serve as a guide and implementation tools for San Fernando's Park and Recreation Department success now and in the future.



Local residents participating in Community Workshop 1.



Section ONE: Introduction

1.1 Purpose of the Park and Recreation Master Plan

The San Fernando Park and Recreation Master Plan (hereafter referred to as Master Plan) serves as a guide and implementation tool for the management and development of parks and recreational facilities and programs within the City of San Fernando's boundaries. The Master Plan builds on previous planning efforts and provides an up-to-date understanding of the current and future recreation needs and opportunities within the City. In accordance with City's General Plan (1987) and Parks Action Program (1992), the Master Plan was developed to address several existing goals and policies, some of which include:

- Develop, upgrade and rehabilitate parks so that a determined level of service of community needs are met. (PAP, 1.1)
- Provide as broad a range of recreation opportunities as possible, including fee and non-fee based sports activities, cultural programs, crafts, and arts oriented activities. (PAP, 1.2)
- Promote family-oriented recreation and sports opportunities. (PAP, 1.3)
- Centralize competitive sports league quality facilities for organized youth and adult sports, using multi-purpose fields. (PAP, 1.4)
- Provide a wide range of recreational activities and programs that promote interaction between all age groups. Especially the youth and senior citizens of San Fernando. (PAP, 1.5)
- Provide a wide range of active recreation programs, including, but not limited to, team and individual sports, exercise, dance and gymnastics, and community-wide events. (PAP, 2.1)
- Extend recreation programs to include the employees of business within San Fernando. (PAP, 2.2)
- Promote greater cooperation and coordination with other public and semi-public agencies within San Fernando. (PAP, 3.1)
- Develop a continuing planning program to adequately address the City's parks, recreation, and open space needs in the future. (PAP, 3.2)
- Establish an active partnership with private sector agencies and groups to encourage private investment in the public parks and to expand the number of events available through joint public/private sponsorship. (PAP, 3.3)
- Use major community entries and arterial streets to enhance the City's overall beauty including the quality of landscaping and landscape maintenance within the public right-of-way, and the retention of heritage trees. (PAP, 4.1)
- Use the public park system, where feasible, to preserve buildings of historical significance that would otherwise be lost to development, including the acquisition of such buildings and the development of parks around them. (PAP, 4.2)
- Develop a dedicated scenic pedestrian network throughout San Fernando.

Section ONE: Introduction

- Seize opportunities to recall and perpetuate San Fernando's rich Latino heritage through such undertakings as a "theme park". (PAP, 4.3)
- Preserve and improve the aesthetic appeal and image of San Fernando's existing park and recreation facilities. (PAP, 4.4)
- Design park facilities to require a minimum of maintenance consistent with good design practices. (PAP, 5.1)
- Implement programs that will insure adequate and continuous maintenance of public park facilities including landscape maintenance districts and other appropriate techniques.

Overall, The Master Plan provides a clear set of objectives to provide direction for the park system, open spaces, trails, and recreation facilities.

This document is intended to be flexible and presents findings and recommendations that should be evaluated, and/or modified every 5 to 10 years as the City responds to unforeseen opportunities and constraints as well as changes in residents' needs and demands in the context of other City priorities.

1.2 Benefits of Parks and Recreation

The benefits of parks and recreation are multi-fold. The California Park and Recreation Society (CPRS) "Vision Insight and Planning Project—Creating Community in the 21st Century" identifies the mission of California's park and Recreation agencies as:

"To create community through people, parks and programs."

The project also identifies benefits of park and recreation services including:

- Foster Human Development
- Promote Health and Wellness
- Increase Cultural Unity
- Facilitate Community Problem-solving
- Protect Natural Resources
- Strengthen Safety and Security
- Strengthen Community Image and Sense of Place
- Support Economic Development.



Community members participate in Healthy San Fernando events.

Additionally, a study conducted by Pennsylvania State University, "The Benefits of Local Recreation and Park Services - A Nationwide Study of the Perceptions of the American Public," (1992) compiled a listing of the benefits of local recreation and park services as perceived by the American public.

Conclusions of the study included:

- The vast majority of the American public uses local recreation and park services.
- Playground use is the most common use.
- Park and recreational service use continues throughout life. Recreational participation declines with age, but park use does not. In fact, people between the ages of 65 and 74 use local parks more frequently than any other age group from those 14 and under.
- Local parks and recreation are associated with a sense of community. Community level benefits are considered more important than individual or household level benefits.

This Master Plan report aims to facilitate park and recreation planning and development, providing opportunities and recommendations for current and future growth needs based on benefits of park and recreation.

1.3 Approach and Document Organization

The Master Plan is organized into the following Four Sections:

Section One: Introduction

This section summarizes the Master Plan's purpose, benefits of parks and recreation, organization, and a brief summary of the City's physical and demographic context. A list of applicable documents that were reviewed as part of the Master Plan process are also identified.

Section Two: Existing Recreation Resources

Section Two provides inventory and classification of existing City parks and recreation facilities, key recreational resources available, joint-use agreements, understanding of adjacent recreation facilities, and existing and planned trails.

Section Three: Recreation Facility Needs Assessment

Section Three outlines the methods utilized during the Master Plan process to assess the recreation needs specific to the City of San Fernando. These methods include:

- **Community Participation:** provides direct responses from the local community and stakeholders; including;
 - City of San Fernando Resident Telephone Survey (provides statistically valid information regarding the types of recreation facilities most often utilized by residents)
 - Sports organization questionnaire
 - Community workshops
 - Stakeholder interviews

Section ONE: Introduction

- **Service Area Analysis:** evaluates how parks and recreation facilities are distributed throughout residential areas in the City.
- **Acreage Analysis:** evaluates the parkland acreage needs in the City based on established standards and specific facility needs of the City.
- **Recreation Demand Analysis and Needs Analysis:** estimates current and future facility needs based on the City of San Fernando-specific Telephone Survey and the Sports Organization Questionnaire.
- **Facility Needs Summary & Prioritization:** prioritization of facility needs based on inclusive and representative data collected through the Facility Assessment process.

Section Four: Recreation Facility Recommendations

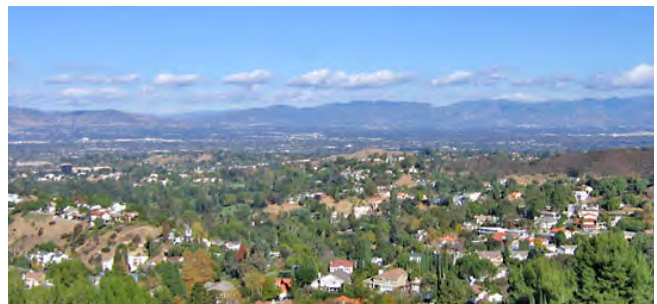
This section provides recreation facility recommendations, which are intended to address the recreation needs identified in the demand needs analysis. Classification and prioritization are identified with consideration to known current and proposed capital improvement projects, and opportunity sites.

Appendix (under separate cover)

The Appendix contains all of the original reports (workshop summary, trends analysis, demand and needs analysis, etc.), which have been summarized in this Facility Assessment document.

1.4 City of San Fernando Physical Setting

The City of San Fernando is located in the San Fernando Valley (the Valley), in the northwestern region of Los Angeles County, California. It is approximately 2.4 square miles in size, surrounded by the City of Los Angeles, and bordered by the communities of Sylmar, Lake View Terrace, Pacoima, and Mission Hills. San Fernando is separated from the Los Angeles Basin by the Santa Monica Mountains and is serviced by the I-5, I-210, I-405, SR 118, Sylar/San Fernando Metrolink station, Los Angeles International Airport, Van Nuys Airport and Burbank Bob Hope Airport, making it easily accessible from neighboring regions and communities.



In 1874, San Fernando became the Valley's first organized community. It was incorporated in 1911 and has grown significantly from an agricultural settlement and trading center into a uniquely positioned cornerstone of manufacturing and commerce. With a number of public, private and charter schools, civic services, and national award-winning community programs such as; 100 Citizens Fitness Program and the Master Mariachi Apprentice Program, San Fernando's predominantly residential community continues to grow notwithstanding it's nearly built out condition.

San Fernando's adjacency to significant natural and man-made features in the Valley has helped shape its family-oriented neighborhoods and rich cultural history, providing residents with a centrally located place to live, work and play.

Noteworthy nearby attractions include:

- Los Angeles International Airport
- Burbank Bob Hope Airport
- Van Nuys Airport
- Mission San Fernando
- Saddletree Open Space
- Michael D. Antonovich Open Space
- Hansen Dam

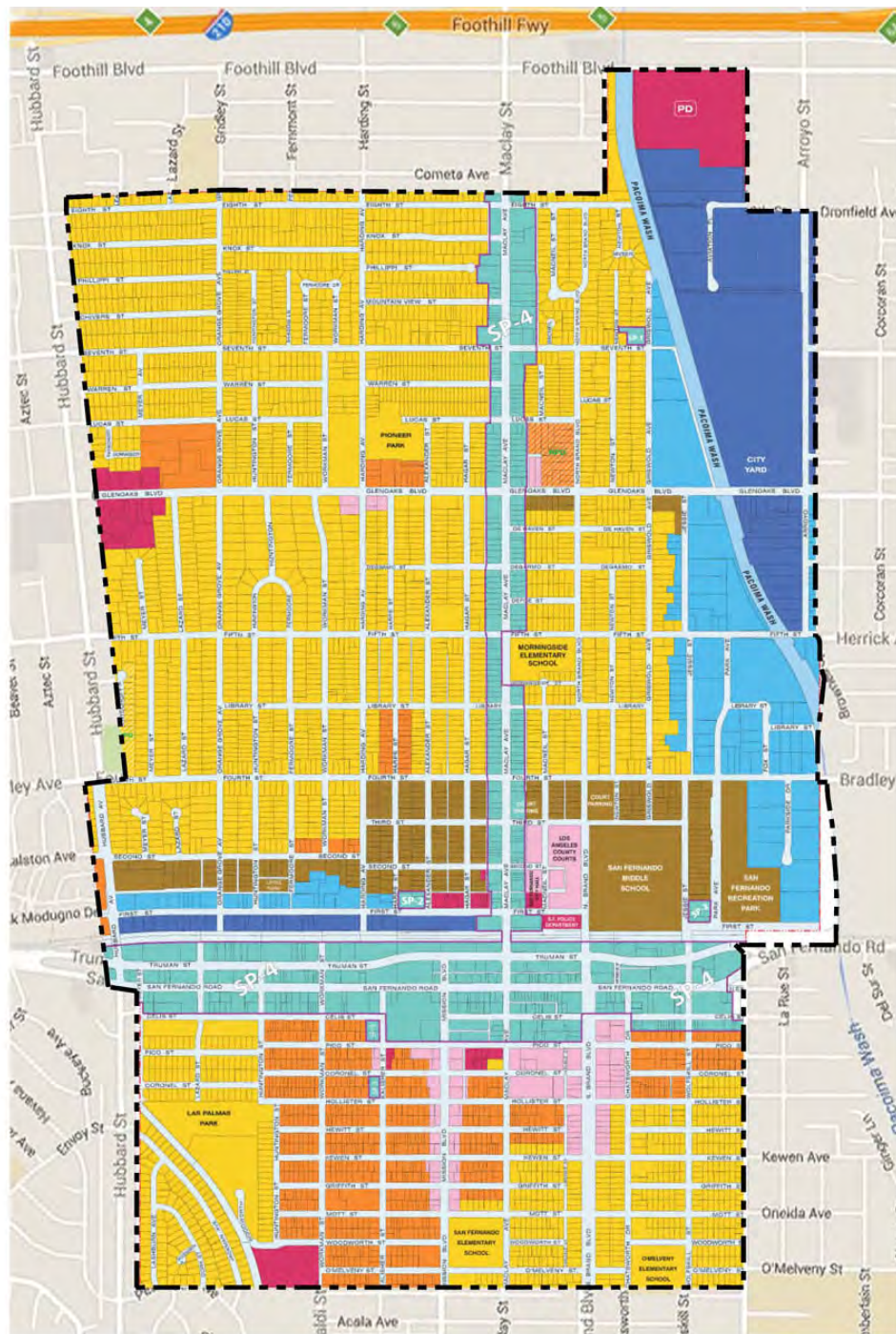
Exhibit 1.4-1 is a regional map of the City of San Fernando and its location in Los Angeles County. **Exhibit 1.4-2** and **Exhibit 1.4-3** are the current zoning and land use maps, respectively.

Exhibit 1.4-1: Regional Map



Section ONE: Introduction

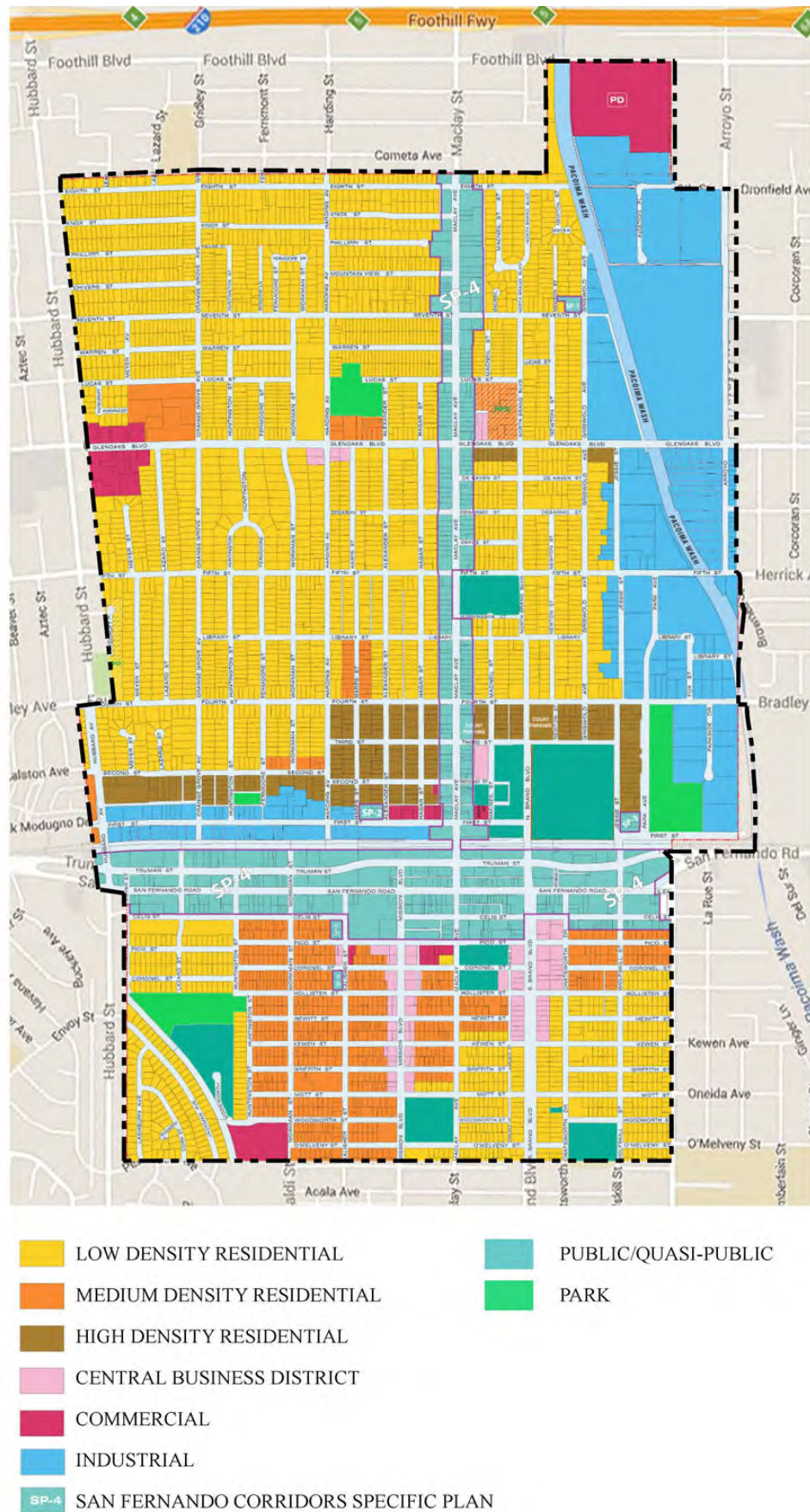
Exhibit 1.4-2: Zoning Map



LEGEND

R-1	SINGLE FAMILY RESIDENTIAL	M-1	LIMITED INDUSTRIAL
R-2	MULTIPLE FAMILY DWELLING	M-2	LIGHT INDUSTRIAL
R-3	MULTIPLE FAMILY	SP-4	CORRIDORS SPECIFIC PLAN
C-1	LIMITED COMMERCIAL	RPD	RESIDENTIAL PLANNED DEVELOPMENT
C-2	COMMERCIAL	PD	PRECISE DEVELOPMENT OVERLAY
SC	SERVICE COMMERCIAL		

Exhibit 1.4-3: Land Use Map



Section ONE: Introduction

1.5 City of San Fernando Demographic Context

Understanding the demographic context of the City of San Fernando's population can create a valuable perspective for understanding current parks and recreation facility and program requirements and, moreover, for anticipating parks and recreation facility and program needs in the future. Demographic characteristics such as age, presence of children, ethnicity and income have been demonstrated in past research to have a relationship to recreating patterns and needs. For those reasons, historical change and emerging directions of the resident population and demography of San Fernando are important considerations as the City plans for and moves forward into its preferred future.

Four demographic analyses have been prepared as a foundation for understanding San Fernando's residents' recreation needs and preferences now and in the future.

- A review of historical population growth for residents of the City of San Fernando and for residents of Los Angeles County as a whole for perspective, examining data as of 2000 and 2010. This data describes the actual size of the resident growth for population in the City and the County as of 2015 is provided by the American Community Survey and, as of 2016, by the California Department of Finance.
- A review of historical household (occupied housing unit) growth for the City of San Fernando and Los Angeles County as a whole for perspective, examining data as of 2000 and 2010. This data describes the actual size of the resident household base and how it has changed over time. An updated estimate of growth for households in the City and the County as of 2015 is also provided by the American Community Survey and, as of 2016, by the California Department of Finance.
- A review of historical demographic trends for residents for the City of San Fernando and Los Angeles County as a whole for perspective, examining data as of 2000 and 2010. The data describe the actual make-up of the community and how it is changing over time, using many demographic factors, such as age, presence of children, household size, ethnicity, and income. Estimates from the 2015 American Community Survey are also included.
- A forecast of population and household growth to 2040 for the City of San Fernando, relying upon the 2016 Final SCAG Regional Transportation Plan Growth Forecast by City. The forecast is an important element in the Needs Assessment process because facility and program needs today must be viewed in the context of future needs to effectively and sustainably plan for future facilities and programs.

Historical Population Growth

Exhibit 1.5-1, Demographic Trends in the City of San Fernando presents a sixteen-year history of population growth within the City and County. As **Exhibit 1.5-1** illustrates, population growth in the City during the 2000 to 2010 time frame occurred at 0.3% rate, with approximately 8 new City residents documented each year on average.

The City growth rate of 0.3% between 2000 and 2010 compares with a 3.1% rate of growth for the County as a whole. Thus, the City population growth rate during this time frame was below the County overall.

Historical Household Growth

Exhibit 1.5-1 also presents a sixteen-year (16) history of household growth within the City and County. As **Exhibit 1.5-1** illustrates, the volume of households in the City grew 3.3% from 2000 to 2010. This compares with a 3.4% rate of growth for the County as a whole.

Exhibit 1.5-1: Demographic Trends in the City of San Fernando

Item	City of San Fernando				Los Angeles County				% change 2010-2015	% change 2000-2010	% change 2010-2015		
	2000	2010	2015***	% of Total	2000*	2010**	2015***	% of Total					
Percent of Population by Age:													
Total Population	23,564	23,645	24,296	24,533	0.3	2.8		9,519,338	9,818,605	10,038,388	10,241,335	3.1	2.2
Occupied Housing Units	5,774	5,967	6,134	6,053	3.3	2.8		3,133,774	3,241,204	3,263,069	3,308,022	3.4	0.7
Persons Per Household	4.07	3.94	3.94	4.03	-3.2	0.0		2.98	2.98	3.02	3.04	0.0	1.3
Median Household Income	\$39,909	\$49,716	\$55,170		24.6	11.0		\$42,189	\$54,878	\$56,196		30.1	2.4
Percent of Population by Race/Ethnicity:													
Under 5 years	2,255	1,895	1,604	6.6%	-16.0	-15.4		737,631	645,793	642,457		-12.5	-0.5
5 to 9 years	2,435	1,889	1,992	8.2%	-22.4	5.5		802,047	633,690	622,380		-21.0	-1.8
10 to 14 years	2,189	1,937	1,871	7.7%	-11.5	-3.4		723,652	678,845	642,457		-6.2	-5.4
15 to 19 years	2,010	2,034	1,919	7.9%	1.2	-5.6		683,466	753,630	702,687		7.0%	-6.8
20 to 24 years	1,902	1,845	1,822	7.5%	-3.0	-1.2		701,837	752,788	772,956		7.7%	2.7
25 to 34 years	4,143	3,751	4,203	17.3%	-9.5	12.1		1,581,722	1,475,731	1,545,912		15.4%	4.8
35 to 44 years	3,428	3,381	3,766	15.5%	-1.4	11.4		1,517,478	1,430,326	1,415,413		-5.7	-1.0
45 to 54 years	2,324	2,887	2,818	11.6%	24.2	-2.4		1,148,612	1,368,947	1,385,298		13.8%	1.2
55 to 64 years	1,218	2,033	2,187	9.0%	66.9	7.6		696,220	1,013,156	1,114,261		11.1%	10.0
65 years and over	1,660	1,993	2,114	8.7%	20.1	6.1		926,673	1,065,699	1,194,568		11.9%	12.1
Median Age	27.3	30.7	32.2		12.5	4.9		32.0	34.8	35.6		8.7	2.3
Households That Are:													
With Children <18	3,493	3,247	3,337	54.4%	-7.0	2.8		1,293,674	1,220,021	1,151,863		-5.7	-5.6
Without Children <18	2,281	2,720	2,797	45.6%	19.2	2.8		1,840,100	2,021,183	2,111,206		9.8	4.5
One Person/Household	717	731	889	14.5%	2.0	21.7		771,854	784,925	838,609		1.7	6.8
Households That Are:													
Owners	3,115	3,252	3,292	53.7%	4.4	1.2		1,499,744	1,544,749	1,501,012		46.0%	-2.8
Renters	2,659	2,715	2,842	46.3%	2.1	4.7		1,634,030	1,696,455	1,762,057		3.8	3.9
Median Housing Value													
\$144,400	\$377,000	\$323,400			161.1	-14.2		\$209,300	\$465,400	\$441,900		122.4	-5.0
\$665	\$1,060	\$1,165			59.4	9.9		\$704	\$1,141	\$1,231		62.1	7.9

Section ONE: Introduction

Historical Demographic Trends

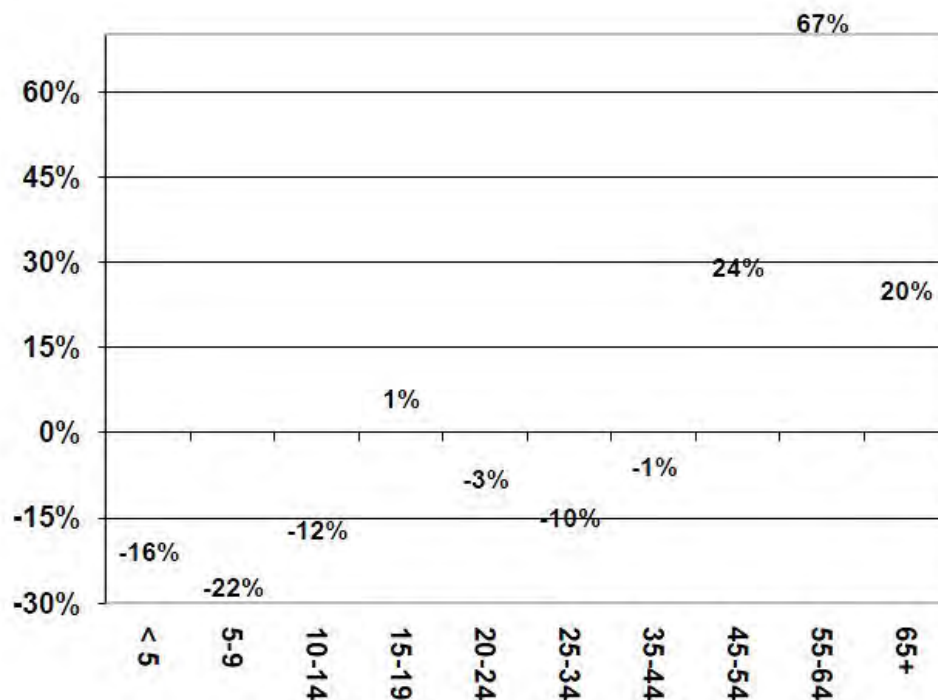
To enhance the analysis of population and household growth previously provided, a collection of demographic characteristics for the resident population was compiled for 2000 and, for comparison, 2010 and 2015. This collection of characteristics has been prepared for the City and the County and is presented in **Exhibit 1.5-1**.

Exhibit 1.5-1 highlights the following demographic trends.

- Average household size in the City declined in the decade from 2000 to 2010; from 4.07 persons per household in 2000 to 3.94 persons per household in 2010, contrary to the trend observed in the County (2.98 in 2000 and 2.98 in 2010). Estimates for 2015 and 2016 for the City suggest a possible leveling/uptick in population per household (to 4.03 persons per household in 2016).
- The median household income in the City was 9% below the median figure for the County in 2010. Further, the median income figure in the City grew slower during the 2000 to 2010 period (25% vs. 30% in the County).
- As **Exhibit 1.5-2** reveals, during the 2000 to 2010 time frame, the greatest growth in population by age group was evidenced among City residents 55 to 64 years of age (67%), those 45 to 54 years of age (24%), and those 65 years and over (20%).

The City trend in population 45 years or older is similar to that evidenced in many communities, a reflection of the aging of a group known as the Baby Boomers. Growth in this age group in the City suggest consideration be given to assuring that facilities and services tailored to the special interests of seniors or mature adults are adequate to serve this burgeoning population group.

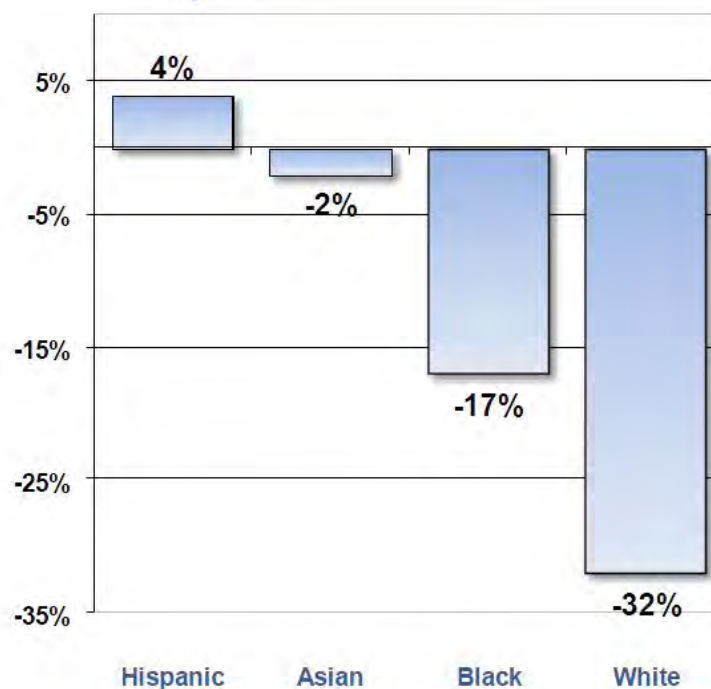
Exhibit 1.5-2: Population Change by Age Group City of San Fernando: 2000-2010



The pattern of growth in the City's population from 2000 to 2010 by age group was similar to the pattern among County residents where the highest rates of population growth were documented among residents 55 to 64 years of age (up 46%), those 45 to 54 years (19%) and those 65 years of age or older (up 15%).

- **Exhibit 1.5-2** also reveals that those age groups evidencing the greatest decline in the City during the 2000 to 2010 time frame included residents 5 to 9 years of age (down 22%), those under 5 years (down 16%) and residents 10 to 14 years of age (down 12%). Thus, the volume of children less than 15 years has declined 17% as a group, a harbinger of potential change in needs for programs and facilities for residents in this age group. Similar age group declines were noted Countywide during the decade prior to 2010. Based on 2015 estimates, declines also continue to be estimated for residents less than 15 years.
- Examining the population of the City by age, residents 5 to 14 years of age (the primary youth sports population group) represented 20% of the total population in 2000 and 16% in 2010. Adult recreation consumers aged 20 to 44 years constituted 40% of City residents in 2000, declining to 38% in 2010. Seniors 55 and over comprised nearly 12% of City residents in 2000 and grew to 17% in 2010.
- As a result of the changes in the distribution by age, the median age in the City grew from 27 years in 2000 to 31 years in 2010.
- Examining the City population by race and ethnicity, an increase was identified from 2000 to 2010 in the share of residents identifying themselves as Hispanic while declines in the share of residents identifying themselves as Asian/Pacific Islander, Black or White. Similar race or ethnic diversification was also noted in the County trends (**Figure 1.5-3**).

Exhibit 1.5-3: Change in Population by Race/Ethnicity City of San Fernando: 2000-2010



Section ONE: Introduction

- More than half of City households (54%) in 2010 were households with children less than 18 years. A lower rate was noted Countywide (38%).
- A 2009 5-year Estimate from the American Community Survey revealed that 82% of City households speak Spanish and 23% of these Spanish speaking households do not have a member 14 years of age or older who speaks English “very well” (described as linguistically isolated).
- The City’s proportion of homeowners has grown somewhat over the ten-year period between Censuses (from 54% to 55%), similar to the County.
- The median housing value of \$377,000 in the City in 2010 is 19% below the median value of \$465,400 in the County as a whole.
- The 2010 median rental rate in the City is 7% below the median in the County.

Forecast Population Growth

Exhibit 1.5-4 presents a forecast of population growth within the City extending to 2040 based on the 2016 Final SCAG Regional Transportation Plan Growth Forecast by City. As **Exhibit 1.5-4** illustrates, population growth in the City between 2020 and 2040 is expected to occur at a rate of less than 1% per year.

Forecast Housing Unit Growth

Exhibit 1.5-4 also presents a forecast of household growth within the City. As **Exhibit 1.5-4** illustrates, household growth in the City during the 2020 to 2040 period is expected to occur at approximately 23 per year, on average.

Exhibit 1.5-4: City of San Fernando Population Estimates and Projections

Year	Population	Annual Change		Households	Population/ Household
		Number	Percent		
<u>Census (4/1)*</u>					
2000	23,564	8	0.0%	5,774	4.07
2010	23,645			5,967	3.94
<u>Jan. 1st:</u>					
2016**	24,533			6,053	4.03
<u>Projections (1/1)</u>					
2020****	24,928	99	0.4%	6,143	4.06
2025***	25,421			6,256	4.06
2030***	25,914	99	0.4%	6,368	4.07
2035****	26,407			6,481	4.00
2040****	26,900	99	0.4%	6,594	4.08

* 2000 and 2010 Census.

** State of California, Department of Finance estimate.

*** Projections estimated by consultant based on linear growth and 5.8% vacancy rate.

**** 2016 Final SCAG Regional Transportation Plan Growth Forecast.

1.6 Relationship to Other Documents

This Park and Recreation Master Plan was developed with respect to the City of San Fernando's 1987 General Plan and 1992 Parks Action Program with the mission to ensure that future projects and improvements are consistent with the community's goals, policies and objectives and to:

“Works toward a vibrant and economically sustainable San Fernando.”

The City's adopted motto of being “Historic and Visionary” focuses on “promoting the balance between economic, cultural, political, social, and recreational opportunities for residents and businesses alike.”

In addition, there are other existing documents and plans that relate to the Master Plan and influence its direction. These documents and their relationship to the planning process include:

Parks/Facilities – Improvement List (March 2016)

A City-staff developed “working” improvements list for specific City departments, facilities, parks and infrastructure. This itemized list includes improvements and general costs associated with each. Review of this document in conjunction with the community outreach measures and demand needs analysis will aid in prioritization of final Master Plan report recommendations.

Five Year Implementation Plan FY 2010/11-FY 2014/15 (February 2011)

Prepared for the Redevelopment Agency of the City of San Fernando, this document outlines proposed programs for revitalization, economic development and affordable housing activities during a five year period (2010-2015). The implementation plan includes goals, activities, estimates of revenues and expenditures and a description of how the activities will alleviate blight and meet affordable housing requirements.

Specific Plan SP-1, SP-2, SP-3, SP-4 (2004)

- SP-1 – Intended to rehabilitate the affected dwelling units in a manner compatible with adjacent residential neighborhood and preserve the City's affordable housing stock.
- SP-2 – Intended to allow for the construction of five two-story buildings designed to accommodate certain types of industrial, commercial, and residential land uses in the same structure. Also intended to improve the City's physical appearance and its economic viability, removing existing blighting conditions.
- SP-3 – Intended to allow for the construction of 98 senior housing apartment units on three non-contiguous sites in the City of San Fernando.
- SP-4 – Intended to utilize policies and strategies to transform Truman Street, San Fernando Road, and Maclay Avenue into attractive, livable, and economically vital districts.

Section ONE: Introduction

LA County Mobility Plan 2035 (2016)

"California State Law requires that cities prepare and adopt a comprehensive, integrated, long-term General Plan to direct future growth and development. The purpose of the Mobility Plan is to present a guide to the further development of a citywide transportation system which provides for the efficient movement of people and goods in the Los Angeles County." The plan describes street/trail classifications, circulation maps, timelines, and proposed infrastructure improvements for the County, which borders/envelopes the City of San Fernando.



City of San Fernando's Walking Club, Spring 2013, a part of the City's Healthy San Fernando Campaign.



Section TWO: Existing Recreation Resources

2.1 Park Definition

For purposes of this Master Plan report, the term “park” is broadly defined. This report will use the term “park”, “parkland” and “recreation building / facility” interchangeably and, consistent with the 1987 General Plan and 1992 Parks Action Program.

Areas not generally considered as “parkland” include: roadways, avenues, street medians, parkways, parking lots, natural preserved or conserved open space areas without access or improvements, unimproved land zoned for uses other than recreation, and flood zones.

Additionally, per the General Plan, the term “open space” is defined as “any parcel or area of land or water which is essentially unimproved and devoted to open space”.

The purpose of the General Plan Open Space Element is to designate, as appropriate, open space land for the following purposes:

- Open space for the preservation of natural resources such as animal and plant life and ecological areas
- Open space for the managed production of resources such as agricultural land areas or major mineral deposits
- Open space for outdoor recreation such as areas particularly suited for park and recreation purposes
- Open space for public health and safety such as areas which require special management or regulation because of hazardous conditions including earthquake fault zones and unstable soil areas

2.2 San Fernando Park Types

Park classifications are generally driven by park use, purpose, and size. They can help define a set of characteristics to serve as a guide when parks are constructed or renovated. They can also restrict incompatible activities by limiting those activities to only certain types of parks. This classification system serves the following purposes:

- Provide a general guideline for future development options. The combination of descriptors for each park type represents what has generally been successful on a certain sized plot of land located in a certain type of physical environment. These guidelines can help to set community expectations for a given site.
- These classifications may serve as a basis for policies around appropriate programming in different park types.
- These classifications may inform functional planting design standards and other design standards.
- Allows understanding of San Fernando’s acreage needs and for communicating the type of parks that are needed in the future.

Section TWO: Existing Recreation Resources

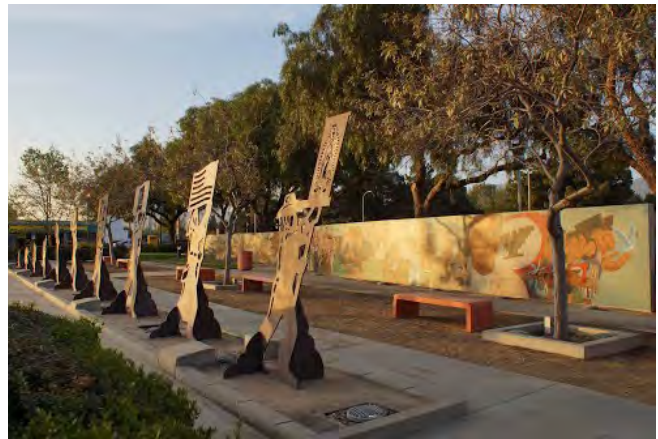
The following classifications were recommended by the City's 1992 Parks Action Program; Major Parks, Community Parks, Neighborhood Mini-Parks, Joint Use Development of Recreation Facilities, IntraCity Bikeway System, Hiking Trails, and Historic Trail/Scenic Walk. It is recommended that the City of San Fernando utilize the following park classifications and definitions as such:

Pocket/Mini Parks (0-2 Acres)

These parks are typically developed into a City's existing urban fabric at a very small scale, where they serve the immediate local population. Pocket/Mini Parks serve as scaled-down neighborhood parks, offering a variety of amenities such as; turf, planters, walkways, plazas, play areas for children, and picnic facilities. Pocket/ Mini Parks do not provide restroom facilities or on-site parking.

Pocket/Mini Parks generally serve three (3) categories:

- Downtown destination parks considered signature parks of interest to the broad community.
- Downtown parks where neighborhood involvement in activities and programming is most appropriate.
- Small public or open spaces within the urban environment presenting opportunities to enhance the City's character and identity.



Cesar E. Chavez Memorial Park

Pocket/Mini Parks are generally characterized by:

- A service area radius of 0.25 miles.
- Park size 0-2 acres.
- Located in close proximity to housing and/or other activity centers in the immediate neighborhood to provide accessibility and visibility.
- **San Fernando Pocket/Mini Parks: Cesar E. Chavez Memorial Park, Kalisher Park and Layne Park.**

Neighborhood Parks (2-5 Acres)

These parks serve the surrounding neighborhood community for multiple uses. They cater to specific neighborhood recreation needs, exclusive of organized sports leagues with amenities like; tot lots, multi-use courts, picnic shelters, bbq's, and open space areas.

Neighborhood Parks are generally characterized by:

- A service area radius of 0.5 miles.
- Park size 2 to 5 acres.
- **San Fernando Neighborhood Parks: Rudy Ortega Sr. Park**
- Easily accessible to the surrounding population through safe pedestrian and bicycle access
- Typically do not require onsite parking, but may have a limited amount.

Community Parks (5-10+ Acres)

Community Parks meet the recreational needs of several neighborhoods with active recreation space (informal practice space and organized competitive play) and large natural areas suitable for passive outdoor recreation or open space preservation. These parks provide recreational facilities and accommodate group activities not provided in neighborhood parks and may contain special amenities, facilities, or features that attract people from throughout the surrounding community.

Community Parks are generally characterized by:

- A service area radius of 1-1.5 miles.
- Park size of 5-10+ acres
- Easily accessible from the surrounding neighborhoods by arterial and collector streets.
- On-site parking and restroom facilities provided.
- Multiple facilities for various types of users for both active and passive recreation.
- **San Fernando Community Parks: Las Palmas Park, Pioneer Park, and Recreation Park**

Recreation Area/Regional Parks (25-Larger)

These parks are larger than Community parks and serve broader Citywide recreation needs. They contain various assets, often for active recreation and are programmed accordingly. They have designated natural areas.

Recreation Areas/Regional Parks are generally characterized by:

- A service area radius of 1-1.5 miles.
- Park size of 25+ acres.
- Easily accessible from the surrounding neighborhoods by arterial and collector streets.
- Regional & Citywide destination recreation facility.
- On-site parking and restroom facilities provided.
- **San Fernando Regional Parks: San Fernando Regional Pool**



San Fernando Regional Pool



Casa de Lopez Adobe

Special Use Facilities

This category refers to stand-alone parks or facilities that are designed to serve one particular use such as a golf course or senior center. These parks may serve a secondary or tertiary use, but the primary use is prioritized with regard to design, maintenance, and funding decisions.

- **San Fernando Special Use Facilities: Casa de Lopez Adobe, Community/Senior Center**

Section TWO: Existing Recreation Resources

Natural Areas/Greenbelts

These areas are established for the protection and stewardship of wildlife, habitat, or other natural systems support functions. Some natural areas are accessible for low-impact use. Minimal infrastructure may include access and signage, where it will not adversely impact habitat or natural systems functions. Larger areas may have small sections developed to serve a community park function.

- **San Fernando Natural Areas/Greenbelts: Pacoima Wash Natural Park**

Linear Parks

These areas are established as aesthetically-pleasing transportation corridors which may include trails, green streets and boulevards. Linear parks usually provide safe pedestrian routes with minimal recreation opportunities with amenities such as improved walkways, lighting, benches and landscaping. Additional assets may include viewpoints, public gathering spaces, fitness stations/par course and grassy areas for informal activities.

- **San Fernando Linear Parks: Pacoima Wash Natural Park**

Joint-Use Facilities

These parks supplement community parks, serving broader City-wide recreation needs. Typically, joint-use facilities exist on school property and are used for their active recreation fields and are programmed accordingly. Restroom facilities and parking are accessible to the public, though these facilities often have hours of operation and are scheduled by the City.

2.3 Existing Recreation Facilities

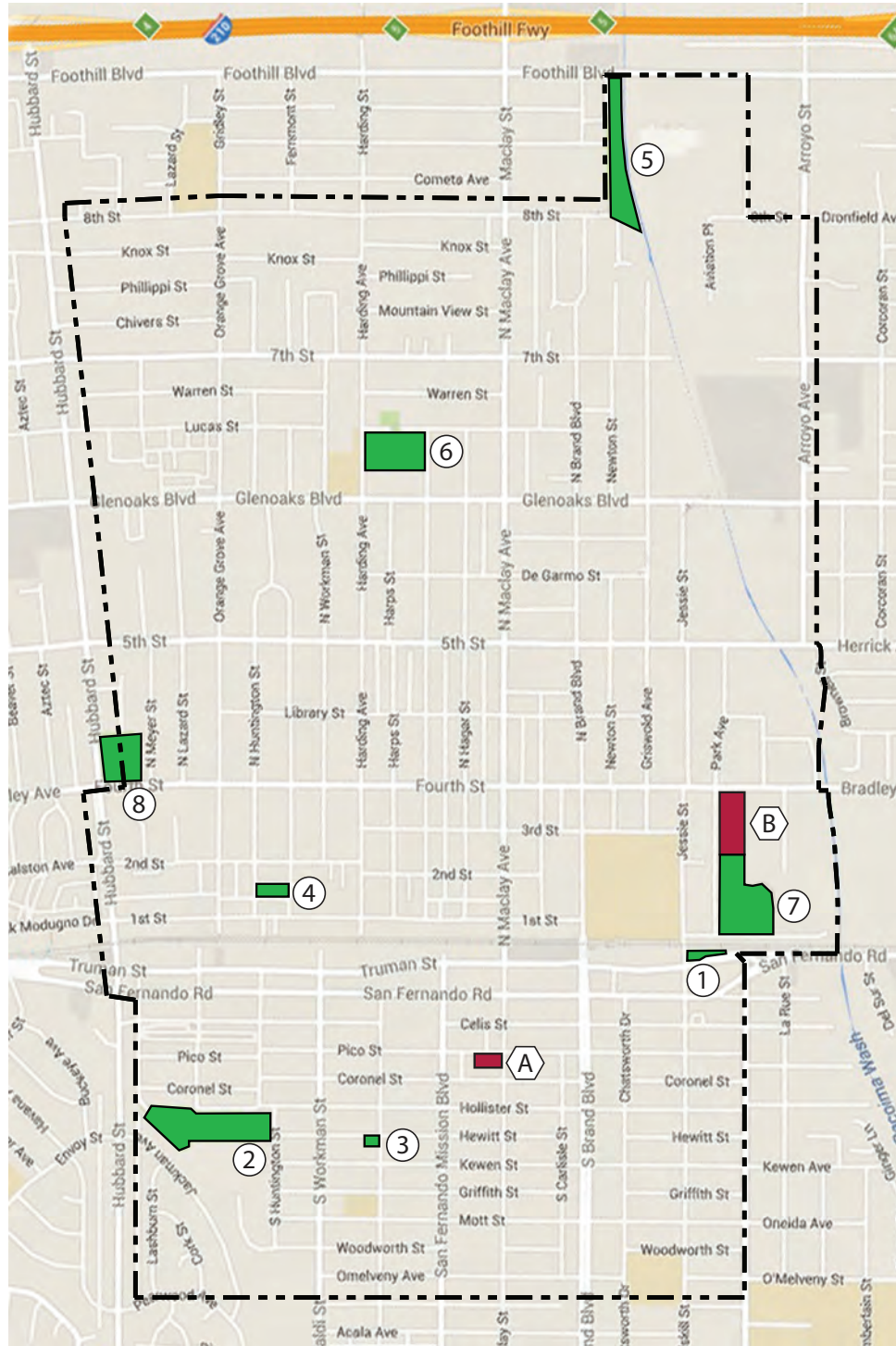
As previously discussed, a number of unique and diverse parks and recreation facilities are available throughout the City of San Fernando. Currently, seven (7) public parks, one (1) privately owned park and three (3) community buildings (not including buildings on park sites) provide active and passive recreation opportunities for the community.

Exhibit 2.3-1 shows the location of each existing park and recreation facility operated by the City of San Fernando or Los Angeles County, within City boundaries. **Exhibit 2.3-2** is a matrix that describes the size and amenities of these existing parks and recreation facilities.

The current breakdown of park acreage for the City of San Fernando park and recreation facilities is:

• Pocket/Mini Parks (Cesar E. Chavez Memorial Park, Kalisher Park, Layne Park)	1.42 Acres
• Neighborhood Parks (Rudy Ortega Park)	3.32 Acres
• Community Parks (Las Palms Park, Pioneer Park, Recreation Park)	19.48 Acre
• Recreation Areas/Regional Parks (San Fernando Regional Pool)	3.07 Acres
• Special Use Facilities (Casa de Lopez Adobe)	0.34 Acres
• Linear Parks (Pacoima Wash Natural Park)	4.53 Acres
Total Acreage	32.16 Acres

Exhibit 2.3-1: City of San Fernando Existing Parks and Facilities Map



LEGEND

CITY PARKS



X CITY FACILITIES



1. Cesar E. Chavez Memorial
2. Las Palmas Park
3. Kalisher Park (Privately Owned, Future City Park)
4. Layne Park
5. Pacoima Wash Natural Park
6. Pioneer Park
7. Recreation Park
8. Rudy Ortega Sr. Park

- A. Casa de Lopez Adobe
- B. San Fernando Regional Pool and Park (Operated by L.A. County)

2.4 Service Area Analysis

Where Are The People And Where Are The Parks?

In addition to providing appropriate quantities and types of recreation facilities to accommodate current and future needs, the City of San Fernando strives to provide them in useful and appropriate locations. To study this relationship, a Service Area Analysis was conducted with respect to all San Fernando Parks and Recreation facilities.

One-half (0.5) mile is approximately a 15-minute walk for most people. Most residences should be within one-half mile, a convenient walkable distance for most people, of a neighborhood park or other recreation facility that will satisfy common recreation needs. This one-half (0.5) mile radius around parks and recreational facilities is noteworthy in a community in which families, neighborhoods, and active-living are part of the physical makeup of the City.

Proximity to parks is more than a convenience issue. It helps to establish an excellent park system by providing improved circulation, air quality, and development of neighborhoods. Further, those with access to park or recreation facilities are nearly twice as likely to be physically active as those without access to parks.

The service area radius map provided in **Exhibit 2.4-1** generates a one-half (0.5) mile service area radius around each park and recreation facility boundary, representing which residential areas are within the one-half (0.5) mile service area of the facility. The service area boundaries also reflect the physical obstructions to pedestrian travel created by arterial roadways, railways, etc. which limit easy access to the park. When areas zoned for residential use fall outside graphic service area designations, it can be said that the area may be underserved by the existing parks.

Comparison of the Service Area Map (Exhibit 2.4-1), the Zoning Map (Exhibit 1.4-2) and the Land Use Map (Exhibit 1.4-3) indicate that within the underserved areas of San Fernando, about 1/3 to 1/2 of the acreage is residential and the remaining balance is industrial. Industrial areas are not considered conducive to parks or recreation facilities. Overall, more than a majority of the City is served by park and recreation facilities with few gaps identified.



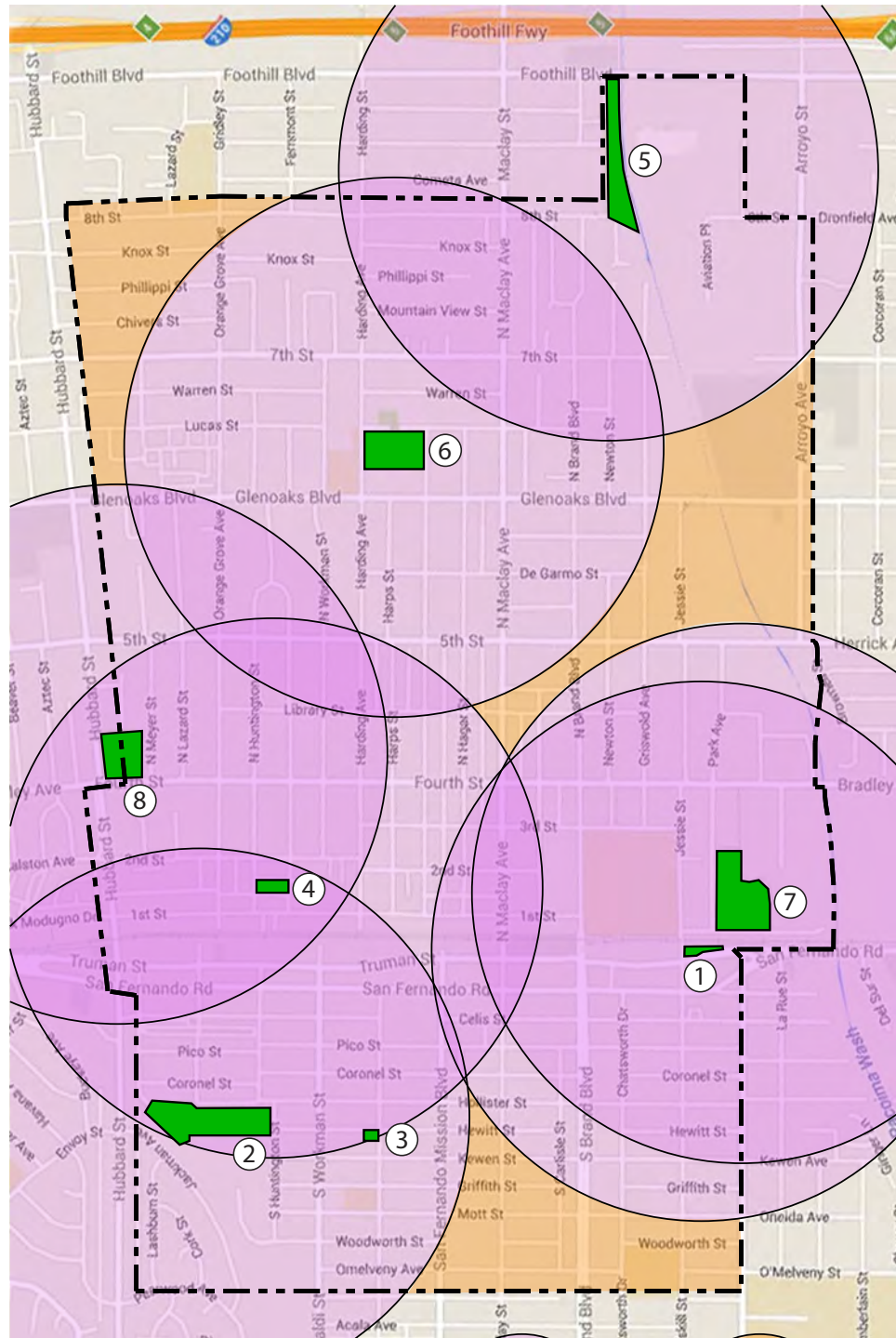
Tot lot at Las Palmas Park.



Fitness equipment and bench seating at Las Palmas Park.

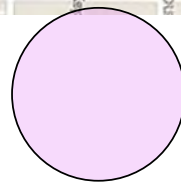
Section TWO: Existing Recreation Resources

Exhibit 2.4-1: Service Area Map

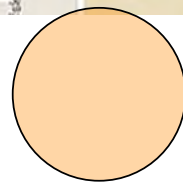


CITY PARKS

1. Cesar E. Chavez Memorial
2. Las Palmas Park
3. Kalisher Park
4. Layne Park
5. Pacoima Wash Natural Park
6. Pioneer Park
7. Recreation Park
8. Rudy Ortega Sr. Park



1/2 MILE
SERVICE
RADIUS



UNDERSERVED
AREA

2.5 Acreage Analysis

How Much Parkland Acreage Is Needed For The City Of San Fernando?

The City of San Fernando operates seven (7) public parks, one (1) private park, and three (3) community facilities (one operated by Los Angeles) with over thirty-two (32) acres of parkland within the City's park system.

The park acreage for the City of San Fernando includes the following (as identified in Section 2.3):

• Pocket/Mini Parks	1.42 Acres
• Neighborhood Parks	3.32 Acres
• Community Parks	19.48 Acres
• Recreation Areas/Regional Parks	3.07 Acres
• Special Use Facilities	1.36 Acres
• Linear Parks	4.53 Acres
Total Acreage:	32.16 Acres

The City of San Fernando does not identify a standard number of acres of parkland per 1,000 residents. Based on a 2015 population of 24,296 people, the City has a current ratio of 0.75 acres per thousand people. The National Recreation and Park Association (NRPA) 2016 Field Report indicates that the typical park and recreation agency has 9.5 acres of parkland per 1,000 residents, and 1 park for every 2,277 residents. By these standards the City of San Fernando falls well below the average in terms of acreage, but is close in terms of parks per resident. It should be considered that the NRPA's description of "typical" does not reflect the unique demographic makeup of San Fernando or the built out condition of the City. Therefore, given these circumstances, the City of San Fernando should develop its current parkland to its fullest potential to meet any of the deficiencies identified in the demand needs analysis.

In doing so, the City should also update its General Plan to reflect current demographic and economic characteristics. An updated General Plan will help guide the City of San Fernando towards standards and goals that are reflective of current community objectives.

2.6 Existing Joint Use Agreements

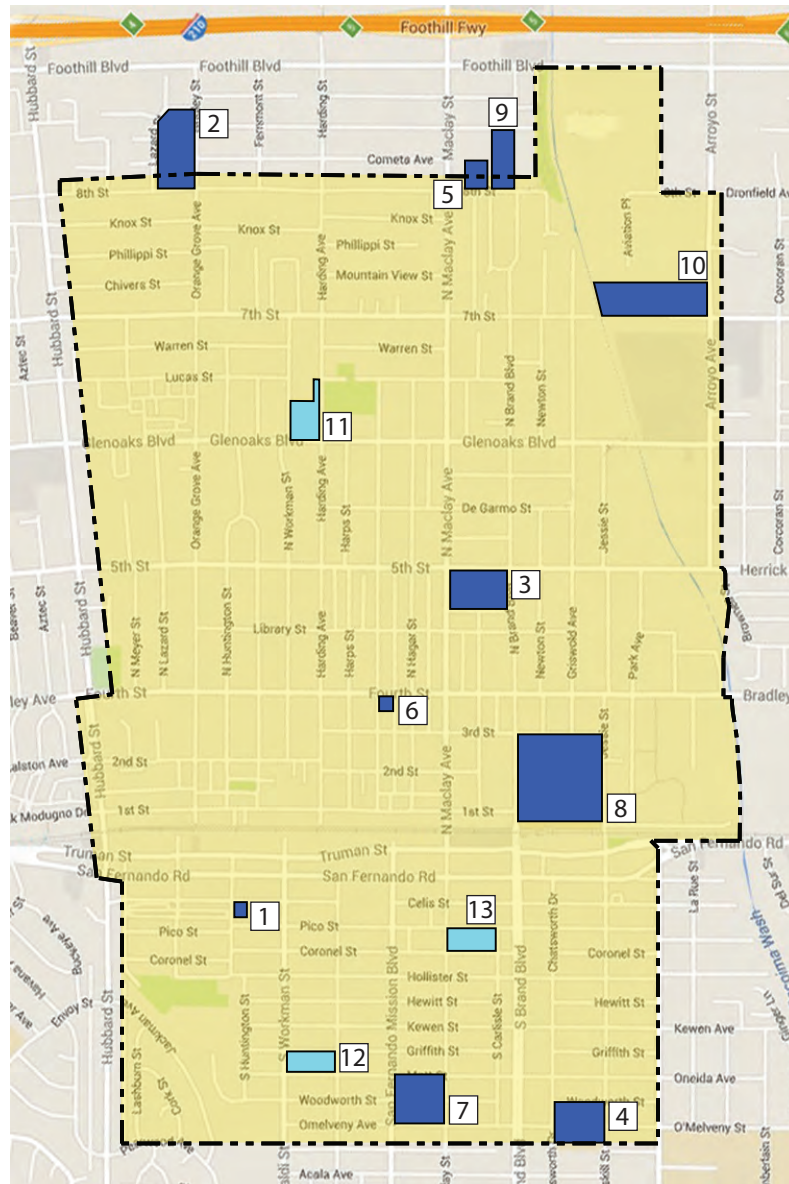
Joint-use agreements are contracts between the City and another public agency or school district, allowing the City the right to expanded hours of access to recreation facilities owned or operated by the public agency. The facilities supplement community parks and serve City-wide recreation needs on a larger geographic scale. Typically, the facilities contain various assets often for active recreation and are programmed accordingly.

Currently, there are no joint-use agreements in place between the City of San Fernando and the Los Angeles Unified School District (LAUSD).

Section TWO: Existing Recreation Resources

As part of the Master Plan process, the demand needs analysis identifies where surpluses and deficits exist in San Fernando's recreation facilities. Review of the Existing School Inventory Map and Matrix (**Exhibit 2.6-1 and 2.6-2**) indicate a variety of recreation facilities that can meet the deficit needs of the demand analysis. Joint-Use agreements between the City of San Fernando and LAUSD can remedy some of these deficits, accommodating current and future community needs and are further discussed in Section Four of this report.

Exhibit 2.6-1: School Inventory Map



LEGEND

Los Angeles Unified School District

PUBLIC SCHOOLS

1. Community Charter Middle School
2. Gridley Elementary School
3. Morningside Elementary School
4. O'Melveny Elementary School
5. PUC Inspire Charter Academy
6. PUC Nueva Esperanza Charter Academy
7. San Fernando Elementary School

8. San Fernando Middle School
9. Vista de Valle Dual Language Academy
10. Cesar E. Chavez Learning Academies

PRIVATE SCHOOLS

11. Glenoaks Elementary School
12. Santa Rosa/Bishop Alemany School
13. St. Ferdinand Catholic School

Exhibit 2.6-2: City of San Fernando Existing School Inventory Matrix

CITY OF SAN FERNANDO																
EXISTING PUBLIC & PRIVATE SCHOOLS																
SCHOOL FACILITIES																
KEY	CITY PUBLIC SCHOOLS	TYPE	NOTES	LOCATION	School Site Acreage (Approx.)	Playgrounds/Tot Lots	Backstops	Baseball Field	Basketball Court (Outdoor)	Football Field	Handball Courts	Multi-Purpose Fields	Soccer Field	Running Track	Softball Field	Volleyball (Aphalt/Concrete)
PUBLIC SCHOOLS																
1	Community Charter Middle School	Middle School	LAUSD	919 Eight Street	0.88											
2	Girdley Elementary School	Elementary School	LAUSD	1907 Eighth Street	6.98	3	1		3		2	1				
3	Morningside Elementary School	Elementary School	LAUSD	576 N. Maclay Ave	4.87	3	1		1		3	1				
4	O'Melveny Elementary School	Elementary School	LAUSD	728 Woodworth Street	5.69	1	1				2			1		2
5	PUC Inspire Charter Academy	Middle School	Independent Charter	919 Eight Street	0.65											
6	PUC Nueva Esperanza Charter Academy	Middle School	Independent Charter	1218 Fourth Street	0.87	1	1L		1L							
7	San Fernando Elementary School	Elementary School	LAUSD	1130 Mott Street	6.20	6	4L		2L		4L	1		1		
8	San Fernando Middle School	Middle School	LAUSD	130 N. Brand Blvd	19.47	4	2		14		5	2				
9	Vista de Valle Dual Language Academy (LAUSD)	Elementary School	LAUSD	12441 Bromot Ave	3.71	1	3L		2L		4L	1				
10	Cesar E. Chavez Learning Academies	High School	LAUSD	1001 Arroyo Ave	16.53		1	1L	6	1L		1		1L	1L	
TOTALS FOR PUBLIC SCHOOLS					65.84	19	14	1L	29	1L	20	7		3	1	2
PRIVATE SCHOOLS																
11	Glenoaks Elementary School	Elementary School	Private	1525 Glenoaks Blvd	4.46	3	1		1			2				
12	Santa Rosa / Bishop Alemany School (LAUSD)	Elementary/Middle	Private	1309 Mott Street	2.30	1	1L		1L							
13	St. Ferdinand Catholic School (LAUSD)	Elementary/Middle	Private	1012 Coronel Street	4.63		2L		3L		1L					
TOTALS FOR PRIVATE SCHOOLS					6.93	4	4	4			1	2				

DEFINITIONS

S = Synthetic

L = Lighted

Section TWO: Existing Recreation Resources

2.7 Adjacent Parks and Recreation Facilities

Located in close proximity to San Fernando City limits there are a number of State and County Parks and recreation facilities operated by other cities and Valley-wide. The following are of notable size and service to community members of San Fernando, some of which were mentioned in the City-resident telephone survey.

Brand Park

Located in Mission Hills between the 5 freeway and 118 freeway, Brand Park features a baseball diamond (unlit), soccer field (unlit) and restrooms. Next door to Brand Park is the Memory (Rose) Garden, Brand Park Community Center, Mission San Fernando and Cemetery, and Bishop Alemany High School.

Ritchie Valens Recreation Center & Park

Located in Pacoima and separated by the 118 freeway from Paxton Park, Ritchie Valens Park serves the North Valley in Pacoima. The facility features a baseball diamond (unlit), indoor and outdoor basketball courts (lit), children play areas, a community room, handball courts, soccer fields, tennis courts (lit), jogging paths, picnic tables, a kitchen, skate plaza, and stage. Beyond its amenities, Ritchie Valens offers programs in the following categories: baseball, basketball, karate, soccer, softball, volleyball, aerobics, early learning, L.A. Kids Classes, and Folklorico.

Hansen Dam Park, Aquatic Center, Golf Course, Equestrian Center, and Sports Complex

Located in Lake View Terrace, Hansen Dam Park is approximately 37 acres. The park includes barbeques, picnic tables, hiking, bicycling and equestrian trails. Baseball fields (unlit), soccer fields (unlit), an amphitheater, a Universal Access Playground, an aquatic center, playground, an 18-hole golf course, a recreation lake for fishing and boating, and a 35 acre equestrian center. The facility also has restrooms, showers, parking, a community room, and indoor gym.

Veteran's Memorial Park

Located in Sylmar, Veteran's Memorial Park is 97 acres in size and comprised of rolling hills, hiking trails, grassy picnic areas, a large pavilion, camping areas and a community recreation building. It is owned by Los Angeles County and located Sylmar.

El Cariso Regional Park

Also owned by Los Angeles County and located in Sylmar, El Cariso Regional Park provides 80 acres of picnic areas, children play areas, fitness, tennis courts, and a swimming pool. A recently built 15,000 sq. ft. gym and community center house classrooms, community rooms, a full kitchen, restrooms and staff offices.

El Cariso Golf Course

Operated by the Los Angeles County of Parks and Recreation, El Cariso Golf Course features an 18-hole golf course with mountain views and lakes. It also has banquet facilities, driving range and practice putting greens. It is open to the public from sunrise to sunset, year-round.

Saddletree Ranch Trailhead

Saddletree Ranch Trailhead provides shady picnic grounds, interpretive displays, hiking and equestrian trails, and views into the San Fernando Valley and Angeles National Forest.

Sylmar Park Recreation Center

Also owned by Los Angeles County, Sylmar Park Recreation Center has an auditorium, baseball diamond (lit), basketball courts (lit, outdoor), children's play area, community room, indoor gym, picnic tables, soccer fields (lit), tennis courts, outdoor fitness equipment and a stage. It offers a number of youth and adult programs such as; baseball, basketball, karate, soccer, softball, tennis, arts & crafts, dance, senior services, teen programs, and after school programs.

2.8 Existing and Planned Trails/Circulation

In 1993 an amendment to the City's General Plan was approved to incorporate a Master Bikeway Plan into the Circulation Element. The suggested Citywide Bikeway Plan was recommended to encourage bicycle commuting throughout the City through the development of a bikeway system and bicycle facilities. At the time of the amendment no convenient bikeways existed throughout the City of San Fernando, though a Class I bikeway was planned to be built along the Metrolink Corridor within the City limits. This trail has since been built and is named the Mission City Trail.

Currently the City has Class I and Class II Bikeways. Bikeway classes are defined as:

- Class I Bikeway or Trail – provides a completely separated right of way for the exclusive use of bicycles and pedestrians with crossflow by motorists minimized.
- Class II Bike Lane – provides striped lane for one-way bike travel on a street or highway.
- Class III Bikeway or Bike Route – provides for shared use with pedestrian or motor vehicle traffic.



City of San Fernando Mission City Trail Signage. Image via TrailLink.Com

Regional trails are typically defined as connecting parks and providing linkages between open space areas and regional recreation areas. Community trails creates linkages similar to regional trails, but are local serving. Overall the development of regional and community trails support connections to a larger network of hiking and biking opportunities.

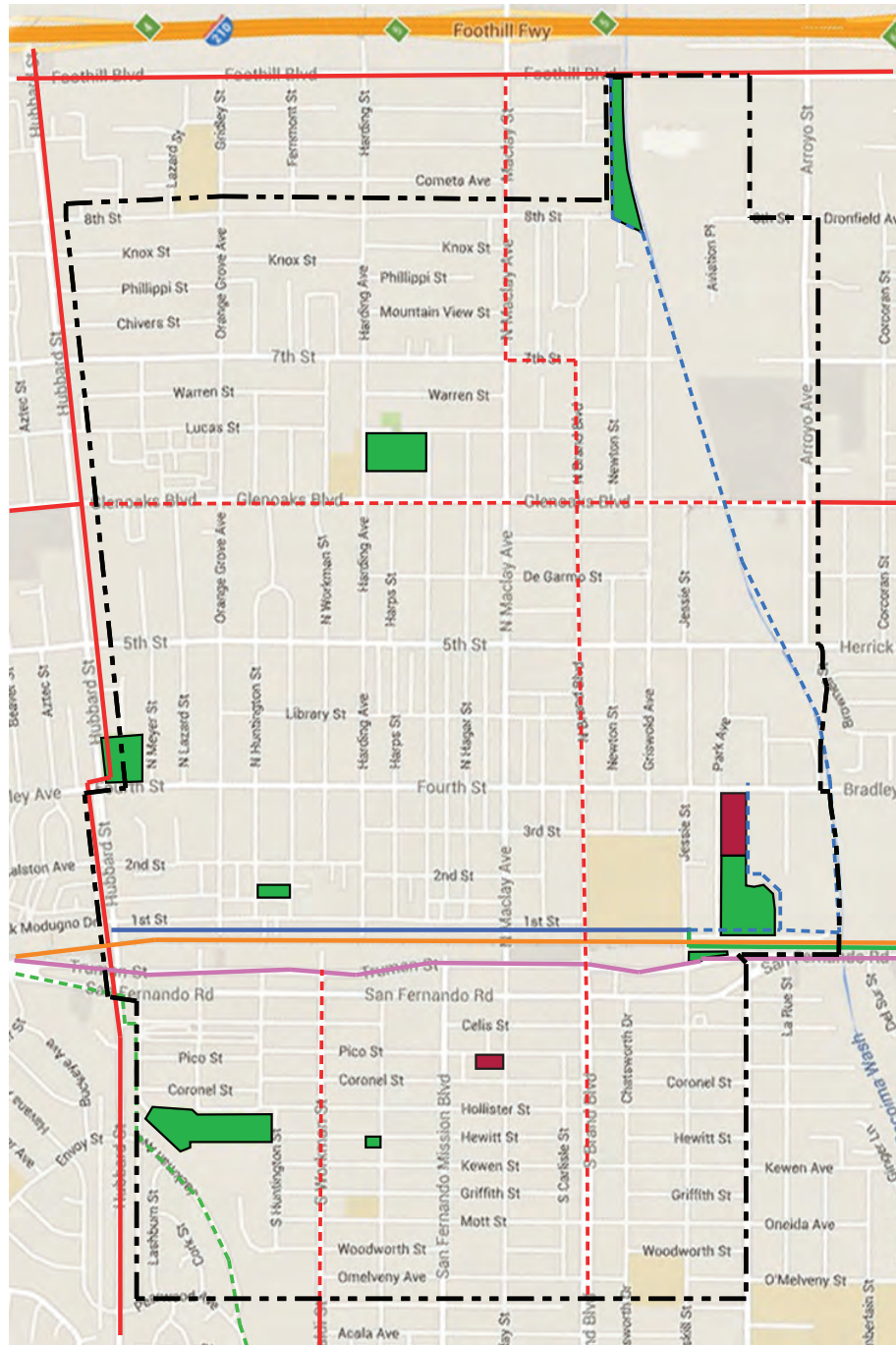
Due to the mainly residential makeup of the City, the addition of regional community and multi-purpose trails would accommodate walkers, hikers and bikers in and outside of the community.



Cyclist on the Mission City Trail. Image via TrailLink.Com.

Section TWO: Existing Recreation Resources

Exhibit 2.8-1: Existing and Planned Trails Map



EXISTING TRAILS

- San Fernando Road Bike Path
(Class I - Bikeway/ Trails)
- Mission City Trail
(Class I - Bikeway/ Trails)
- Class II - Bike Lane
- Railroad (Non Trail)

LA COUNTY BICYCLE
MASTER PLAN 2010

PROPOSED TRAILS

- Class I - Bikeway/ Trails

LEGEND

RJM TRAIL
RECOMMENDATION

- Class I - Bikeway/Trail
Mobility Plan 2035 Recommendation
- Class II - Bike Lane
Connection with Existing Bike Lanes
- Community Trail - Hiking & Biking
Connection with Mission City Trail

PARKS & FACILITIES

- City Parks
- City Facilities





Tot lot at Recreation Park.

Section THREE: Recreation Facility Assessment

The purpose of the Facility Needs Assessment is to identify the current recreation facility needs within the community, to identify which are met and which are unmet, and to suggest the relative priority of each identified need.

Needs have been identified and prioritized by evaluating a series of community input / measures and other analysis tools. The process involves gathering both qualitative input (e.g. stakeholder interviews, community workshops, and portions of the sports organization questionnaire) and quantitative input (e.g. telephone survey, sports organization questionnaire, and demand analysis). Each need identification tool and each piece of information gathered is a piece of the puzzle leading to a deeper, more thorough understanding of the community. All of the pieces, taken together, complete an overall picture of recreation needs specific to the City of San Fernando.

The following methods and processes were utilized to conduct the Facility Needs Analysis and are addressed in this section:

- Community Participation: provides direct responses from the local community and stakeholder's including;
 - City of San Fernando Resident Telephone Survey
 - Sports Organization Questionnaire
 - Community Workshops
 - Stakeholder Interviews
- Service Area Analysis
- Acreage Analysis
- Recreation Facility Demands and Needs Analysis
- Recreation Facility Needs Summary and Prioritization

3.1 Community Participation

What Are San Fernando Residents Saying About Recreation?

San Fernando's community outreach ranged from lively evening group discussions at workshops to one-on-one telephone interviews with 200 households representing 700+ residents. The community input portion of the Facility Needs Assessment provided a number of opportunities to obtain perspective from residents, users and providers of facilities and programs. Within this section, community feedback has been organized into four (4) separate categories:

1. City of San Fernando Resident Telephone Survey
2. Sports Organization Questionnaire
3. Community Workshops
4. Stakeholder Interviews

Section THREE: Recreation Facility Assessment

The information received from each of these sources has been included in the overall prioritization of needs and recommendations. A summary of each community input measure is provided below. Complete summary reports can be found in the Appendix document.

City of San Fernando Resident Telephone Survey

The resident telephone survey was part of the preparation of the City of San Fernando Park and Recreation Master Plan. The purpose of the survey was to obtain statistically valid, community-wide input on a variety of issues.

The resident survey is one of several methods being undertaken to involve the community in the Master Plan process. The purpose of gathering community input through a variety of methods is to ensure that the Master Plan is as inclusive as possible and that it reflects the views, preferences, and recreating patterns of City of San Fernando residents.

A statistically-valid community-wide survey was completed including interviews with a total of 200 randomly-selected City of San Fernando households, representing approximately 700 residents. Interviewing took place between February 2nd and February 20th, 2017 via land lines, conducted in English. Throughout the analysis, questions identified as “open end” are those that had no prelisted responses, offering an opportunity for residents to volunteer the best response from their perspective. This sample of interviews carries an overall margin of error of +/- 7.1% at the 95% Confidence Level. Subjects explored in the context of the resident survey included:

- Frequency of Recreation Facility and Programs or Events Usage
- Park or Recreation Facility Most Often Used in Last Year
- Frequency of Recreation Activities Participation
- Satisfaction with Recreation Facilities and Programs
- Satisfaction with Recreation Facilities Maintenance
- One New Recreation Facility and Program Desired
- Selected Demographic Characteristics

Key Findings:

Recreation Facility and Programs Use, and Activities:

- Over half of the residents polled (56%) stated they were Frequent Users (at least 3 times per month) of parks and recreation facilities in the last year. Non-users represented 10% of City households
- The answer categories (in order) receiving the largest number of responses from parks and recreation facilities users polled in response to “What Park or Recreation Facility Do You Use Most Often?” included San Fernando Regional Pool, El Cariso Park (Sylmar), Las Palmas Park, Pioneer Park, Veterans Memorial Community Park, San Fernando (non-specific) Park, and Recreation Park.
- Of the five recreation activities tested, the greatest participation by residents polled (in order) included “Walking/Jogging/Running/Hiking/Bicycling on Public Trails for Recreation or Fitness,” “Organized Adult/Youth Indoor Basketball,” “Organized Adult/Youth Soccer,” “Adult Softball,” and “Organized Youth Baseball.”

- One in four residents polled (24%) stated they were Frequent Users (at least 3 times per month) of recreation programs or events in the last year. In contrast, nearly one-third of residents (32%) stated they had not used programs or attended events in that time frame.

Facilities and Programs Satisfaction:

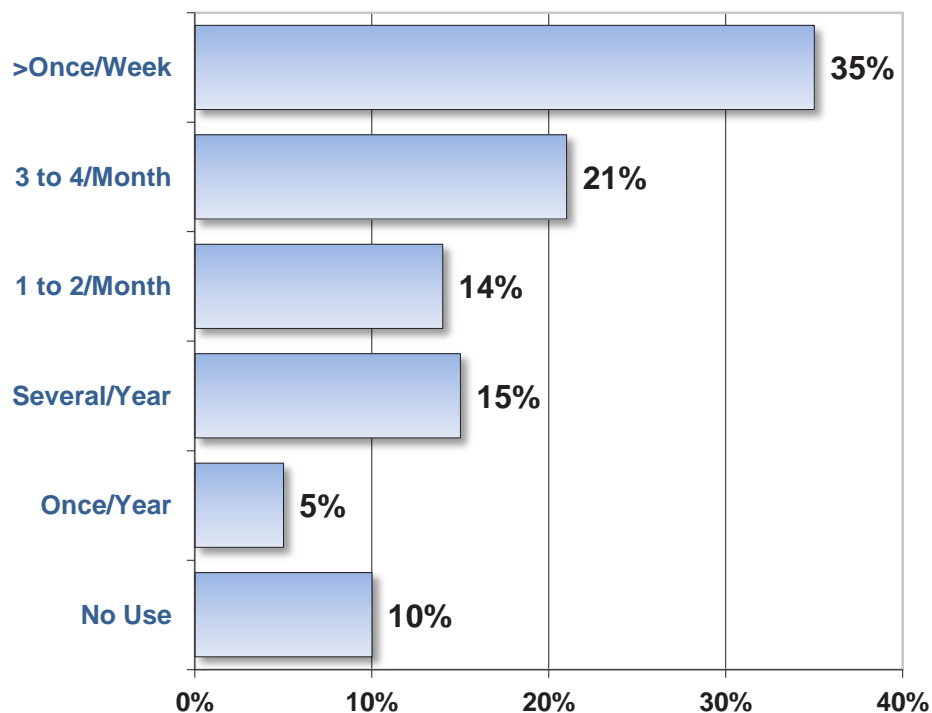
- More than nine in ten households polled (91%) stated they are Very or Somewhat Satisfied with existing park and recreation facilities or programs in the City of San Fernando.
- More than 94% of the residents polled stated they are Very or Somewhat Satisfied with existing recreation facility maintenance in the City of San Fernando.

Improvements Desired:

- Nearly eight in ten (77%) City of San Fernando households identified a desired recreation facility. One in four (23%) stated they desired no new recreation facilities. The facilities most often mentioned were Walking/Jogging Trails, Gymnasium, Dog Park, Outdoor Recreation Pool, Fitness Center, and Skateboard Park.
- More than eight in ten City of San Fernando households (85%) identified a desired recreation program. One in seven (15%) stated they desired no new recreation program. The most often mentioned responses were Stress Relief, Aerobics, Spinning, or Fitness, Yoga/ Meditation, Camps for School-Age Children During School Recess or Vacation Periods, Community Events, Music, Arts or Crafts, Swimming, Holiday/Seasonal Celebrations, and Cooking.

The following exhibits reflect the findings of the telephone survey as well as the demographic profile of the survey participants.

Exhibit 3.1-1: Frequency of Recreation Facility Use City of San Fernando Residents



Section THREE: Recreation Facility Assessment

Exhibit 3.1-2: Most Used Recreation Facility City of San Fernando Residents

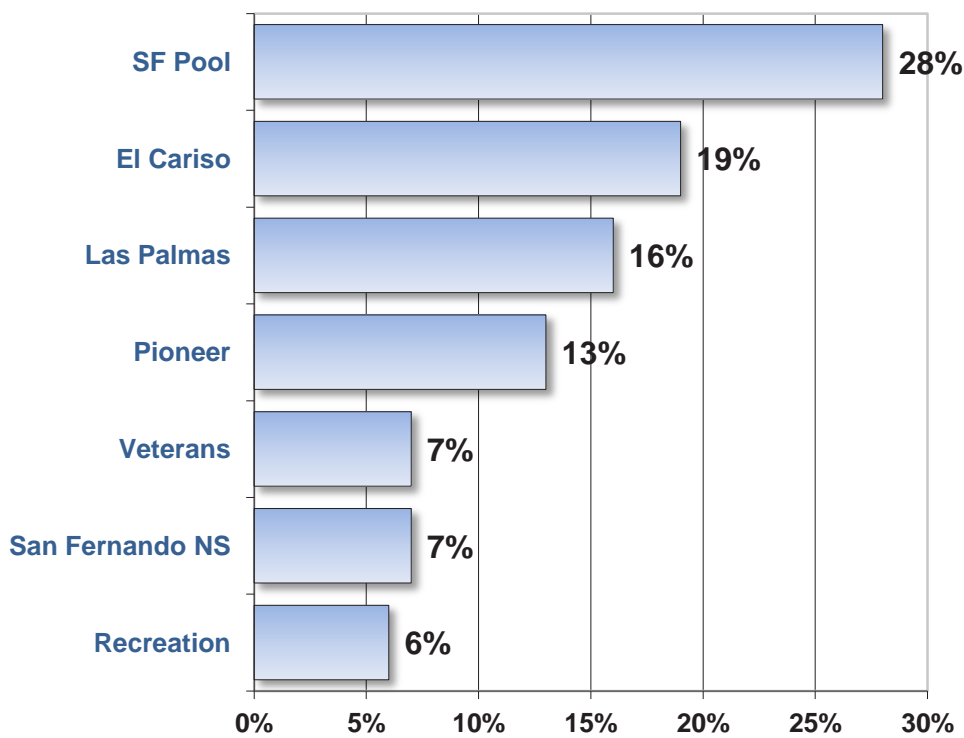


Exhibit 3.1-3: Recreation Activities Participation City of San Fernando Share of Population Participating

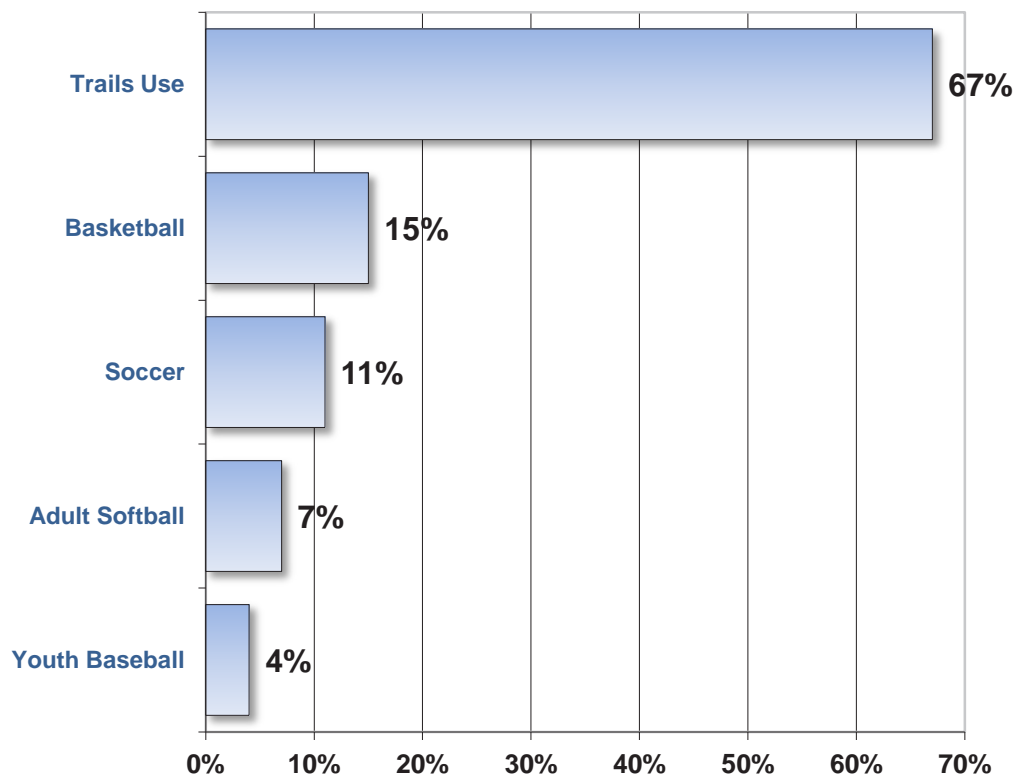


Exhibit 3.1-4: Frequency of Recreation Programs or Events Use City of San Fernando Residents

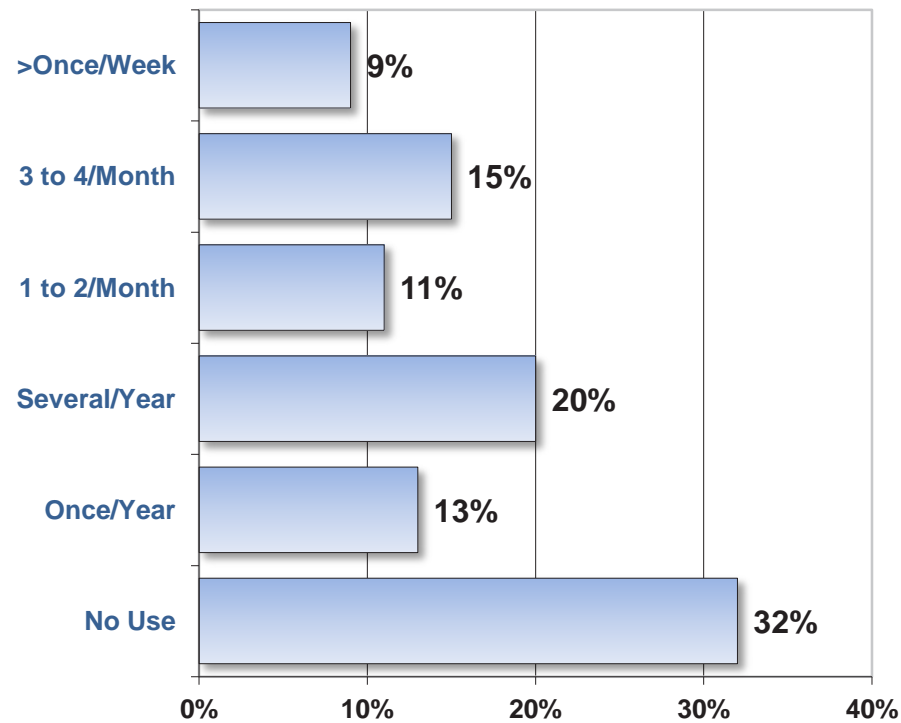
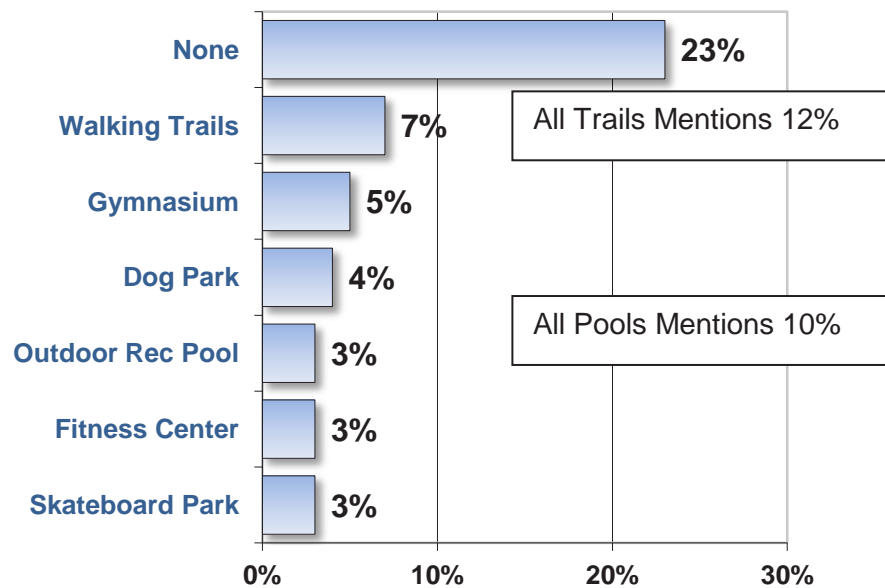


Exhibit 3.1-5: One Recreation Facility Desired City of San Fernando Residents



Section THREE: Recreation Facility Assessment

Exhibit 3.1-6: Recreation Programs or Events Desired City of San Fernando Residents

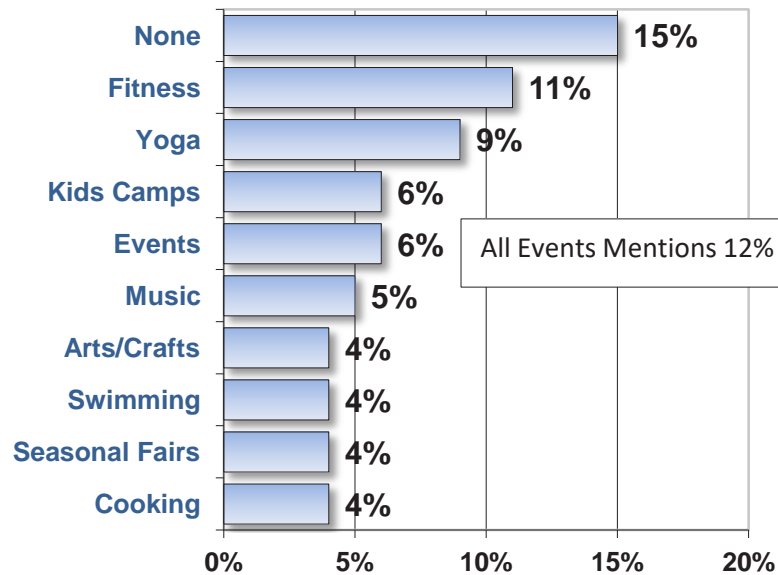


Exhibit 3.1-7: Community-Wide Survey Demographic Characteristics City of San Fernando

	2010 Census	Survey
Percent of Population by Age:		
Under 5 years	8%	8%
5 to 14 years	16%	14%
15 to 19 years	9%	5%
20 to 24 years	8%	10%
25 to 34 years	16%	15%
35 to 44 years	14%	15%
45 to 54 years	12%	13%
55 to 64 years	9%	11%
65 years and over	8%	9%
Median Age	30.7	33.0
Household Description:		
1 adult w-o children	12%	12%
2 or more adults w-o children	34%	34%
Subtotal Households w-o children	46%	46%
1 adult w/children	NA	6%
2 adults w/children	NA	23%
3 or more adults w/children	NA	15%
Subtotal Households w/children	54%	54%
Race/Ethnicity (Census data is for householders; survey data is for respondents):		
Hispanic/Latino	88%	87%
Non-Hispanic White	9%	11%
Non-Hispanic Other	3%	2%
Mean Household Size (people per household):	3.94	3.45

Source: 2010 Census

Sports Organization Questionnaire

To supplement the information regarding participation in those organized sport activities which were included in the resident telephone survey, a questionnaire was designed and distributed to the sport organizations that use City facilities. Since the basis of the demand analysis is the information regarding participation in various recreation activities obtained from the resident telephone survey, these are the only activities that can be included in the demand analysis. Therefore, sport organization surveys collected from Neighborhood Junior Tennis, Youth Cheer, Special Olympics and Adult Volleyball are not included in the demand analysis, though are considered valuable in the overall development of recreation facility recommendations for this Master Plan report.

One activity, Adult Basketball, which is included in the phone survey, is not included in the demand analysis. While there is significant participation in this activity by the residents of San Fernando, it is not possible to determine the demand and needs, as there are no organized leagues playing the in the City. It is assumed that the participants are playing at locations outside the City of San Fernando.

The questionnaire obtained information regarding the number of players and teams in the league or sports organization, age ranges of the players, what season they play, if they travel outside San Fernando to play, if they participate in tournaments, ratings of field/facility maintenance and scheduling, projections of growth and facilities they have the greatest need for both now and in the future.

The questionnaire was distributed by the City Staff and seven (7) sports organizations responded. Some of the factual information is summarized in **Exhibit 3.1-8**. The information regarding the number of players, size of teams, seasonality and turnover of facilities for both games and practices are used to better define peak day demand and convert that to the number of facilities required to meet the needs of this segment of the recreation market. Information regarding which of the facilities are currently being used by the sports groups provides input to the inventory of sports facilities regarding usage for adult sports, youth sports and practices.

Another question addresses the percentage of the players in each organization that live within the City of San Fernando. This varies widely by type of sport and in San Fernando reflects the significant number of participants in certain sports who reside outside of San Fernando for games.



Adult Fall Volleyball
 Registration begins: September 18th, 2017
 Games are between 7pm-10pm
 \$25 before October 8th ~\$30 per person after October 8th
 LEAGUE PLAY:
 Teams will play best 2 out of 3 matches of 6 vs. 6. Minimum 3 males and 3 females per team.
 Teams will self-referee matches before or after their scheduled match.
 Season begins: October 10, 2017 Tuesday - Advanced
 Season begins: October 12, 2017 Thursday - Intermediate/Amateur
 (Advanced: Must attend the evaluation game on October 3rd to participate in Advanced league)

Adult Fall Softball
 Taking Registration NOW
 Games are between 7pm-10pm
 \$350 New teams/ \$325 Returning Teams
 Tuesday Night Coed Softball:
 Season begins: September 26th
 Men's Wooden Bat
 Season Begins: September 27th

REGISTER AT RECREATION PARK
 Registration forms available online @ WWW.SFCITY.ORG
 Registration are taken on a first come first serve basis.
 Submitted applications must be complete & accompanied by FULL payment.

For more information:
 Si necesita información en Español, llame al:
 818.898.1290/ WWW.SFCITY.ORG

Volleyball & Softball Games are played at Recreation Park
 208 Park Ave.
 San Fernando, CA 91340



TROPHY CEREMONY
YOUTH BASKETBALL SUMMER 2017

WED. SEPTEMBER 13TH

2:00-2:00PM
 Rookies, Mystics, & Cheer 5-7

7:00-8:00PM
 Magic, Legends, Seniors & Cheer 8-12

For more information:
 Si necesita información en Español, llame al:
 818-898-1290/ www.sfcity.org

Join us in celebrating the end of our Summer 2017 Youth Basketball Season!

Section THREE: Recreation Facility Assessment

The results are tabulated below:

<u>Organization</u>	<u>Percent of Players from San Fernando</u>
San Fernando National Little League	80
Santa Rosa Youth Athletics	35
San Fernando Adult Coed Softball	28
Youth Speak Collective – Club Futbolito	40
Minor Soccer League of So. California	75
San Fernando Youth Basketball	63

The impact of non-resident use of City facilities is one of the considerations in assessing facility needs. The adult soccer league also uses facilities in surrounding cities.

Additional, more qualitative, information regarding respondents rating and comments on facility maintenance and scheduling, assessment of usage fees and the perceived needs for additional facilities both currently and in the future as well as desired enhancements in future facilities are summarized in the Appendix. These responses will be used by City staff and the Consultant team to better understand the usage patterns and needs of the active sports groups.

Community Workshops

Community Workshop #1 – Community Characteristics and Issues

The first community workshop was held Thursday, March 9th from 6:00 pm to 9:00 pm at Las Palmas Park. The Consultant Team worked with City Staff to develop and coordinate the workshop. Workshop handouts were made available in English and Spanish and a translator verbally presented the workshop alongside the Consultant Team for Spanish speaking attendees. Nineteen (19) community members attended the workshop.

The purpose of Workshop #1 was to provide an overview of the Park and Recreation Master Plan process, identify the most important community characteristics that make the City of San Fernando a great place to live, work, and play; identify issues or trends that may negatively impact those important community characteristics; and what role can parks, recreation and community services play in addressing those issues.

According to the workshop participants, the most important community characteristics that make the City of San Fernando a great place to live, work and play are:

- Security – Safe Environment
- Community Events And Programs
- Small Town Character

The issues or trends that may be negatively impacting the community and should be considered in the Park and Recreation Master Plan are:

- Maintain And Increase Programs
- Traffic And Parking - Not Enough Bike Lanes
- Lack Of Maintenance At Parks



Workshop participants summarizing their answers to the various topics discussed relating to community characteristics, issues and trends, and the role of parks and recreations.

The role parks, recreation and community services can play in addressing those issues, and support the community characteristics that make the City of San Fernando a great place to live, work and play:

- Continued Program Development
- Communication and Interaction with the Community

Community Workshop #2 – Sports and Recreation Users

The second community workshop was held Tuesday, April 4th from 6:00pm to 9:00pm at Recreation Park in San Fernando. The Consultant Team worked with City Staff to develop and coordinate the workshop. The workshop was run by City Staff in English and Spanish. Workshop handouts were made available in both languages for Spanish speaking attendees. Six (6) community members attended the workshop.

The goal of the workshop was to provide an overview of the Park and Recreation Master Plan process, communicate the current status of the report, identify and discuss the best and worst sport/recreation facilities in San Fernando, identify the top facility needs and most important improvements needed for the City's sport and recreation facilities, and begin to determine the priorities for programs, services and facilities.

According to the workshop participants, the best public sport/recreation facilities in the City of San Fernando are:

- San Fernando Recreation Pool
- Recreation Park
- Las Palmas Park

The worst public sport/recreation facilities in the City are:

- Layne Park
- Pioneer Park
- Recreation Park

The top facility needs in the City of San Fernando are:

- Security / Police Patrol / Cameras
- Better Lighting

The most important improvements community members would make to the City of San Fernando's sport and recreation facilities are:

- Maintenance / Courts & Fields Upgraded



Workshop 2 run by City Staff asked community members to provide input and insight based on sports and recreation related topics.



Community members engaging in public outreach.

Section THREE: Recreation Facility Assessment

Community Workshop #3 – Needs Summary and Prioritization

The third and final community workshop was held Thursday, May 11th from 6:00pm to 9:00pm at Las Palmas Park. The Consultant Team worked with City Staff to develop and coordinate the workshop. The workshop was run by City Staff. All community members who attended the previous two workshops were invited back to participate. Six (6) community members in total attended.

The goal of the workshop was to collect individual and group responses / consensus on programs and facilities, while prioritizing top needs.

According to workshop participants, the **Top Recreation Facilities** needed in the City of San Fernando are:

- Maintenance
- Basketball Courts
- Bike Lanes/Paths
- Fitness Center
- Lights at Fields
- Lights at Parks/Streets
- Parking
- BBQ

The **Top Recreation Programs** needed in the City of San Fernando are:

- Arts District/Cultural Arts
- Community Events
- Health
- Maintain Existing Programs
- Security at Parks
- Special Needs Programs
- Teen Programs/Services



Workshop 3, run by City Staff summarized the findings of the previous 2 workshops and data collected during the Master Plan process thus far.

Stakeholder Interviews

The following list summarizes questions asked and the results of the interviews conducted with eight (8) stakeholders as part of the public outreach efforts of the Park and Recreation Master Plan. Participants include community leaders and elected officials.

1. What are the most important issues in the Community related to the Parks, Recreation Facilities, Programs and Services currently provided?

Communication with community:

- People are unaware of parks that exist in community.
- Lack of education and outreach with community information.
- People are uneducated about park design in terms of native plantings and history of cultural importance in parks such as Rudy Ortega, native plantings and native people.
- City does very poorly in reaching out to community. Flyers are not enough.
- Lacking community information / communications outreach.

Facility Maintenance:

- Fields not getting enough rest due to sports leagues.
- Man hours it takes to do the maintenance vs. what is available.
- Reduction in work force with buildings getting older.
- Upgraded facilities / Kitchen at Rec Park is not usable.
- Parks lack planning for dedicated event power.
- Facilities need upgrades.
- Growing transient population.
- Increase in illicit activity / beyond normal wear and tear. Noticeable increase causing additional maintenance.

Parks and Recreation Department Modifications:

- Money / Reduced Staffing.
- Need new blood in department.
- Not a lot of "new" development in terms of programs.
- Parks and Rec Department seems to be stagnated. Doing business as usual.
- Lack manpower from parks and recreation department.

Facility Upgrades:

- Lighting – Pedestrian lights at parks.
- Surveillance systems.
- More park space "Active" not pocket parks.

Section THREE: Recreation Facility Assessment

Other:

- Overutilization of parks and underutilization of parks. Parks do not have equal user participation.
 - Design of Team Room at Rudy Ortega Park is too small to hold any sizeable events.
 - Other parks such as San Fernando Recreation Center are over utilized.
- Ongoing feud with little league @ Las Palmas Park.
- More senior services / other programming.
- Nothing / No issues.

2. *What are the most important services and facilities for residents in the future?***Arts Programs:**

- Arts programs and facilities.
- Possibly use the old theaters that are going out of business to repurpose buildings to house more arts facilities.
- Having an Arts District.

More Active Recreation Fields / Facilities / Programs:

- Services: Active residents / More adult sports or exercise based programs.
- Facilities: Track / signage to see how far you have walked or how many calories you have burned.
- Lacking green space within the City / Need more mini parks.
- Have multiple large parks throughout the City that can host events in different geographic regions.
- More park facilities for "active recreation" / Field Sports.

More Programs:

- Sustaining meals on wheels for seniors.
- Sustainability of current programs.
- Maintain and expand community events.
- Numbers (people) to support programs.

Other:

- Lighting at parks. Increase safety for pedestrians.

3. What does the Parks and Recreation Department do best in providing facilities, programs, and services to community residents?

Programs:

- Healthy Programs.
- Senior Programs.
- Great programs.
- Need more programs involving other communities to bring money into the City.
- Programs make it better, but the best is simply the parks.
- Able to accommodate multiple programs / both outside and inside organizations.
- People want to get out / City hosts events for all people and cultures.

Others:

- The Parks themselves. Having a place to go. Clean Safe Places.
- With current staff levels City does a good job in what they do accomplish.
- Partnering with other organizations to support programs.
- Do a lot with little budget.
- Communication / Customer service w/ leagues.

4. How can the Parks and Recreation Department improve in providing facilities, programs, and services to community residents?

Need for Communication:

- Poor job of interfacing with newspapers / media sources.
- City needs a Public Relations Person.
- Communication to community.

Facilities becoming dated and need of repair:

- Quality of Facilities.
- Not having enough money to support maintenance issues.
- Parks changing over time have caused facilities to expand beyond their original design (example irrigation that has different zones causing flooding at the same time not enough water).
- Doing patch work now. Need to update facilities to keep maintenance possible. Older equipment breaks more often beyond a regular schedule).
- Equipment is dated.
- Facilities "Buildings" getting older and seem dated.
- Need more sports lighting / security lighting.

Staffing:

- City Parks and Recreation does not have enough staff.
- Not having enough maintenance staff.
- Staff increase in interdepartmental communication / staff updates.
- Lack of manpower in departments.
- Need more staff / build departments (cultural arts department under parks and recreation).
- Department is only open during certain hours.

5. What is your vision for park and recreation services and facilities in 2027 (ten years from now)?

- A more joyful department / less frustrated, a department that feels more supported. A community that fully sees the benefit of parks and recreation, arts, and physical activity.
- A City that has a stronger foundation of support of Parks.
- A more educated and enlightened City council and administrative staff who sees value in parks and recreation as well as the budgetary and funding issues it faces.
- Partnering with other organizations. Improved facilities. Cultural arts programs. Balanced departmental growth with a better training for staff to elicit buy in.
- 'Bright' updated facilities with proactive maintenance capabilities.
- More active parks with modern park amenities. Continued Senior program development.
- City council to develop an interest in the community and the services they (City) provide. More senior active recreation services. Proposed 1 or .5 cent tax to support parks and recreation.
- Having a sense of "welcome" with facilities and programs. Community feeling invited to recreate. Adding park space will provide additional sports options that will increase the sport programs. Build a sense of community.



6. *What is the one program, class or activity you would most like to see added in San Fernando to meet the needs of the community?*

Youth Programs:

- Teen Program.
- Youth Council.
- Afterschool programs.

Soccer:

- indoor (fenced) soccer.
- Synthetic Field / Soccer Programs.

Others:

- Arts Programs
- Branch out to different sports / youth volleyball.
- Currently City has good programs.
- Developing exercise programs for youth and seniors.
- Dance Programs.
- Tennis Programs.

7. *What is the one recreation facility you would most like to see added in San Fernando to meet the needs of the community?*

- Performing Arts Center.
- Upgrade facilities. We don't need any new additional facilities.
- Lights on Las Palmas Park.
- Possibly add an indoor (fenced) soccer court.
- Develop a skate park.
- More parks like Layne Park.
- Informal gathering center for educational games / homework assistance that is not the library: Teen Center.
- Multi use facilities.
- Basketball courts (outdoor).
- Updated facilities.

8. *Additional Comments.*

- Get PD more involved in the community "meet an officer in the parks day"

3.2 Recreation Facility Demand and Needs Analysis

Facility Demand Analysis

This section analyzes the demand for recreation and park facilities and programs by the residents of San Fernando. A key element in any planning strategy is an understanding of the nature of demand for parks and recreation facilities. Without this understanding, policy can only be based on general standards of supply and demand, such as population ratios (acres per thousand population) or service area (distance to park facility). Such standards are useful guides but the demand analysis ensures that the needs assessment reflects the character of San Fernando.

The Citywide telephone survey provides the basis for determining how the residents of San Fernando participate in recreation activities. The nature of growth and population change establishes trends in demand for recreation and leisure services. The survey, workshops and stakeholder interviews provide the qualitative aspect of demand - the perceptions of the residents toward recreation and the prioritization of need for facilities and programs.

The participation rates in each of the active recreation activities analyzed (based on the telephone survey) provide a basis for calculating demand for active recreation facilities in relationship to the population served. These participation rates are shown in the first column of **Exhibit 3.2-1** and are taken directly from the participation rates as reported in the survey.

In order to convert these demand estimates into facility requirements, it is necessary to make some assumptions regarding design standards for the peak level of demand. Calculation of peak day demand involves multiplying the population estimates (current population and population projected to 2030) by the participation rate in each activity. These estimates of gross demand are then adjusted to allocate part of the demand to private recreation facilities and part to government or public facilities, if applicable, using California Department of Parks and Recreation data regarding patterns of facility usage. Similarly, a locational adjustment is made to account for those activities which participants would normally engage in at locations outside of San Fernando.

Peak day demand is determined on the basis of the seasonality of participation in each of the various activities and, within peak seasons, the peak days of usage. The calculations of peak day demand included in **Exhibit 3.2-1** (excluding those for fields or courts used for organized games) are designed to accommodate all but three to eight days per year of peak activity for most of the activities analyzed.

The actual facility requirement, however, is less than the aggregate of peak day demand to allow for daily turnover in the use of recreation facilities. Peak day demand was modified as shown in **Exhibit 3.2-1** by the anticipated turnover and capacity for each type of facility. These estimates of daily turnover and capacity on peak day usage periods are derived from studies conducted by the Bureau of Outdoor Recreation, U.S. Department of the Interior regarding optimum recreation carrying capacity as well as from sports group questionnaires, discussions with City staff and other park studies in which the Consultants have been involved.

For sports leagues operating within the City of San Fernando, allowance is made to calculate demand from the entire league, regardless of where the players are living. The calculations in **Exhibit 3.2-1** are based on the current (2016) population level in the City of San Fernando of 24,513. Included in the Exhibit is an estimate of the number or size of facilities required to accommodate peak day demand in the context of the peak day design standards discussed above.

Similar calculations were carried out to determine the demand levels in 2030, when the City reaches the projected population of 25,914. These calculations are shown in **Exhibit 3.2-2**. Because of the minimal growth expected in the City, It is not possible to make adjustments to the participation rates for the 2030 projection. It is anticipated that there will be a somewhat stable demographic profile over the projection period.

The relationship of the current need for facilities in San Fernando to the current population level is the basis for the "facility need ratio" or the measure of the level of population in San Fernando that creates the demand for one facility or one unit of measure such as miles or acres. This ratio for each of the types of facilities analyzed is also presented in **Exhibits 3.2-1 and 3.2-2** and is calculated by dividing the total population by the number of facilities demanded. This will be the basis for the needs analysis presented in the following section. Comparisons of San Fernando's current "facility-need-ratios" to those found in selected other cities in California are presented in **Exhibit 3.2-3** in order to add perspective to the analysis.

Exhibit 3.2-1: Peak Day Facility Demand Analysis Based on Resident's Participation Rates 2016 Levels

Activity	Per Capita Participation Days/Year	Peak Day Demand (Participants)	Turnovers Per Day	Design Standard for Facility	Number of Facilities Demanded*	Facility Need Ratio - City of San Fernando
Softball:						
Organized Adult	4.5	80	3x	27 players/field	1.2 fields	1/19,950 pop.
Baseball:						
Organized Youth	4.2	247	2.5x	18 players/field	6.9 fields	1/3,550 pop.
Soccer						
Organized Youth	4.6	74	2x	30 players/field	1.6 fields **	1/15,800 pop.
Organized Adult	5.7	127	5x	34 players/field	0.9 fields ***	1/26,300 pop.
Basketball						
Organized Youth	4.6	158	4.5x	16 players/court	2.2 courts	1/11,180 pop.
Walking/Jogging/ Running-Public Trails	44.2	633	1x	90 persons/mile	7.0 miles	1/3,500 pop.
Bicycling-Public Trails	22.7	1,474	5x	30 bicycles/mile	9.8 miles	1/2,500 pop.

*Demand for ball fields includes an adjustment to allow for resting of fields.

**According to the phone survey participation rates, approximately 372 San Fernando residents participate in youth soccer. There is only one league playing in San Fernando. They have 73 players, and 40% live in San Fernando, indicating that approximately 340 San Fernando residents are playing youth soccer outside of the City.

***Demand is based on response from all San Fernando residents who participate in adult soccer based on the telephone survey. The league only plays 50% of their games in San Fernando and the demand has been adjusted to reflect this.

Section THREE: Recreation Facility Assessment

Exhibit 3.2-2: Peak Day Facility Demand Analysis Based on Residents' Participation Rates 2030 Levels

Activity	Per Capita Participation Days/Year	Peak Day Demand (Participants)	Turnovers Per Day	Design Standard for Facility	Number of Facilities Demanded*	Facility Need Ratio - City of San Fernando
Softball:						
Organized Adult	4.5	84	3x	27 players/field	1.3 fields	1/19,950 pop.
Baseball:						
Organized Youth	4.2	261	2.5x	18 players/field	7.3 fields	1/3,550 pop.
Soccer						
Organized Youth	4.6	79	2x	30 players/field	1.6 fields	** 1/15,800 pop.
Organized Adult	5.7	134	5x	34 players/field	1.0 fields	*** 1/26,300 pop.
Basketball						
Organized Youth	4.6	167	4.5x	16 players/court	2.3 courts	1/11,180 pop.
Walking/Jogging/ Running-Public Trails	44.2	669	1x	90 persons/mile	7.4 miles	1/3,500 pop.
Bicycling-Public Trails	22.7	1,557	5x	30 bicycles/mile	10.4 miles	1/2,500 pop.

*Demand for ball fields includes an adjustment to allow for resting of fields.

**According to the phone survey participation rates, approximately 372 San Fernando residents participate in youth soccer. There is only one league playing in San Fernando. They have 73 players, and 40% live in San Fernando, indicating that approximately 340 San Fernando residents are playing youth soccer outside of the City.

***Demand is based on response from all San Fernando residents who participate in adult soccer based on the telephone survey. The league only plays 50% of their games in San Fernando and the demand has been adjusted to reflect this.

Exhibit 3.2-3: Comparison of City of San Fernando Needs Ratios to Other Areas

Facility	Facility Need Ratio - City of San Fernando	Facility Need Ratio - City of Ontario	Facility Need Ratio - City of Santa Clarita	Facility Need Ratio - City of Pasadena	Facility Need Ratio - City of San Juan Cap.	Facility Need Ratio - City of Chino Hills	Facility Need Ratio - City of Temecula	Facility Need Ratio - City of Dana Point	Facility Need Ratio - City of Santa Maria	Facility Need Ratio - City of Riverside	Facility Need Ratio - City of Diamond Bar
Softball Fields:											
Org. Adult	1/19,950 pop.	1/26,800	N.A.	1/67,700	N.A.	1/14,900	1/5,500	1/19,250	1/19,800	1/18,600	1/16,800
Baseball Fields:											
Organized/Youth	1/3,550 pop.	1/8,500	1/20,900	1/19,400	1/6,050	1/5,150	1/4,500	1/9,550	1/13,350	1/9,600	1/6,300
Soccer Fields											
Organized Youth	1/15,800 pop.	1/4,550	1/6,250	1/9,650	1/2,150	1/3,450	1/2,600	1/4,400	1/9,400	1/8,800	1/3,400
Organized Adult	1/26,300 pop.	1/14,050	N.A.	1/18,200	1/4,750	N.A.	N.A.	1/18,200	1/17,650	1/13,300	N.A.
Basketball Courts											
Organized Youth	1/11,180 pop.	1/26,650	N.A.	1/36,800	N.A.	N.A.	1/31,000	N.A.	1/21,250	N.A.	1/15,800
Walking/Jogging (mi.)	1/3,500 pop.	1/3,350	1/3,700	1/2,000	1/2,550	N.A.	1/13,900	N.A.	1/5,500	1/5,000	1/8,750
Bicycling Paths (mi.)	1/2,500 pop.	1/2,800	1/3,400	1/2,500	N.A.	N.A.	1/610	N.A.	1/4,150	1/4,050	1/4,200

Facility Need Analysis

Methodology

The level of population in San Fernando that creates the demand for facilities is derived from the telephone survey data as described in the previous section. This “facility need ratio” is shown again in **Exhibit 3.2-4**. The current facility needs are determined by multiplying the current population by the “facility needs ratio.” These needs, in terms of the number or size of facilities demanded, are then compared with the total of existing City and school district facilities to determine whether the existing inventory of facilities is adequate in terms of demand conditions.

As an example of the analytical process, the needs ratio for organized youth soccer fields for games in San Fernando is one field for every 15,800 residents (as shown in **Exhibit 3.2-4**). Based on the 2016 population of San Fernando, the required number of fields is an estimated 1.6. The existing inventory of fields is 1, leaving a deficit of 0.6 fields, if the inventory of organized youth soccer fields for games in San Fernando were to match the peak day requirement as defined.

Exhibit 3.2-4: City of San Fernando Recreation Facility Needs Analysis - 2016 Estimate

Facility	Facility Need Ratio - City of San Fernando	2016 Needs	Existing City Facilities	City Surplus/ Deficit(-)	School Facilities Avail.	Total Facilities Avail.	Total Surplus/ Deficit(-)
Softball Fields:							
Organized Adult	1/19,950 pop.	1.2	1	-0.2	0	1	-0.2
Baseball Fields:							
Organized Youth	1/3,550 pop.	6.9	7	0.1	0	7	0.1
Soccer Fields							
Organized Youth	1/15,800 pop.	1.6	1 *	-0.6	0	1	-0.6
Organized Adult	1/26,300 pop.	0.9	1 *	0.1		1	0.1
Basketball Courts							
Organized Youth	1/11,180 pop.	2.2	2	-0.2		2	-0.2
Walking/Jogging Paths (mi.)	1/3,500 pop.	7.0	1.2	-5.8	0	1.2	-5.8
Bicycling Paths (mi.)	1/2,500 pop.	9.8	1.2	-8.6	0	1.2	-8.6

Note: All sports fields shown in the supply are fields actually being used for games by organized sports leagues to match the demand as defined in the demand analysis.

*Both youth and adult soccer utilize the same field.



Existing City Ball Fields.

Section THREE: Recreation Facility Assessment

Facility Requirements

The needs analysis presented in Exhibit 3.2-4 indicates existing deficits in only a few of the types of facilities that were analyzed. The facilities showing deficits of 0.5 facility or greater, in addition to youth soccer game fields, are walking/jogging paths (5.8 miles), and bicycling paths (8.6 miles).

The need for facilities was projected to 2030 and these projections together with the current supply of facilities (no adjustments were made for any planned facilities) are presented in Exhibit 3.2-5. The deficits in the facilities in the projection year do not increase to any significant extent due to the small amount of growth which is expected. The deficits include youth soccer game fields (0.6 field), walking/jogging paths (6.2 miles), and bicycling paths (9.2 miles).

Exhibit 3.2-6 summarizes the change in demand between 2016 and 2030 or the demand resulting solely from the growth expected to occur during this period. This Exhibit describes the number or size of facilities by type that will be required just to accommodate the future growth in the City of San Fernando. The existing 2016 surplus or deficit in facilities is combined with the growth projections in Exhibit 3.2-7 to provide the cumulative estimate of the additional number or size of facilities by type that will be required in the City of San Fernando by the year 2030.

Exhibit 3.2-5: City of San Fernando Recreation Facility Needs Analysis 2030 Projection

Facility	Facility Need Ratio - City of San Fernando	Buildout Needs	Existing City Facilities	City Surplus/ Deficit(-)	School Facilities Avail.1	Total Facilities Avail.	Total Surplus/ Deficit(-)
Softball Fields:							
Organized Adult	1/19,950 pop.	1.3	1	-0.3	0	1	-0.3
Baseball Fields:							
Organized Youth	1/3,550 pop.	7.3	7	-0.3	0	7	-0.3
Soccer Fields							
Organized Youth	1/15,800 pop.	1.6	1 *	-0.6	0	1	-0.6
Organized Adult	1/26,300 pop.	1.0	1 *	0.0	0	1	0.0
Basketball Courts							
Organized Youth	1/11,180 pop.	2.3	2	-0.3	0	2	-0.3
Walking/Jogging Paths (mi.)	1/3,500 pop.	7.4	1.2	-6.2	0	1.2	-6.2
Bicycling Paths (mi.)	1/2,500 pop.	10.4	1.2	-9.2	0	1.2	-9.2

Note: All sports fields shown in the supply are fields actually being used for games by organized sports leagues to match the demand as defined in the demand analysis.

*Both youth and adult soccer utilize the same field.

Exhibit 3.2-6: Change in Demand for Recreation Facilities by Type, 2016 to 2030

Facility	<u>Number of Facilities Demanded*</u>		Change in Surplus/Deficit (-) 2015-2035**
	2015	2035	
Softball Fields:			
Organized Adult	1.2 fields	1.3 fields	-0.1 fields
Baseball Fields:			
Organized Youth	6.9 fields	7.3 fields	-0.4 fields
Soccer Fields			
Organized Youth	1.6 fields	1.6 fields	-0.1 fields
Organized Adult	0.9 fields	1.0 fields	-0.1 fields
Basketball Courts			
Organized Youth	2.2 courts	2.3 courts	-0.1 courts
Walking/Jogging Paths (mi.)	7.0 miles	7.4 miles	-0.4 miles
Bicycling Paths (mi.)	9.8 miles	10.4 miles	-0.6 miles

* Demand for ball fields is adjusted by approximately 20 percent to allow for resting of fields.

**Demand resulting from growth and changing demographics. Does not include allowance for any deficits or surpluses existing in 2016.

Exhibit 3.2-7: Facility Requirements for Recreation Needs in San Fernando 2030 Estimate

	2016 Facility Surplus/ Deficit (-)	Change in Surplus/ Deficit (-) 2016-2030	Cumulative 2030 Facility Surplus/ Deficit (-)
Softball Fields:			
Organized Adult	-0.2 fields	-0.1 fields	-0.3 fields
Baseball Fields:			
Organized Youth	0.1 fields	-0.4 fields	-0.3 fields
Soccer Fields			
Organized Youth	-0.6 fields	-0.1 fields	-0.6 fields
Organized Adult	0.1 fields	-0.1 fields	0.0 fields
Basketball Courts			
Organized Youth	-0.2 courts	-0.1 courts	-0.3 courts
Walking/Jogging Paths (mi.)	-5.8 miles	-0.4 miles	-6.2 miles
Bicycling Paths (mi.)	-8.6 miles	-0.6 miles	-9.2 miles

Section THREE: Recreation Facility Assessment

3.3 Recreation Facility Needs Summary and Prioritization

The Facility Needs Summary and Prioritizations are a key element of the Master Plan process that bring together information from the various community input measures and City specific analysis efforts, distilling them into a broader overall picture of recreation. This picture of recreation is in the form of recreation facility recommendations that support the needs of San Fernando and its community vision.

The Facility Needs Summary Matrix (**Exhibit 3.3-1**) summarizes the needs identified throughout the Master Plan process and uses a numerical ranking system to establish relative priorities; the more needs identification tools that indicate a particular need, the higher the priority ranking. All of the needs identification tools are directly based on community input, and are therefore considered important to some degree of the community.

The Facility Needs Summary Matrix determines which needs have the highest priority as perceived by the largest number of residents. In determining the overall priority ranking (numerical total), the exhibit gives greater weight to quantitative tools (statistically valid) by counting each as double the value of the qualitative tool. This is reflected in the top header (Representative x2 points, vs. Inclusive x1 point). For instance, Walking / Jogging is indicated as a need by 5 identification tools equaling 8 as the numerical total (3 Representative Tools x2 and 2 Inclusive Tools x1) and therefore has a higher relative priority than Volleyball Courts with 1 identification tool equaling 1 as the numerical total (0 Representative Tools x2 and 1 Inclusive Tool x1).

Based on **Exhibit 3.3-1** and for the purposes of this summary, needs are highlighted in purple or orange. The colors also reflect a relative ranking of priority; purple indicates that the need was identified by six (6) or more as the numerical total of the identification tools indicated (Representative x2 and Inclusive x1), suggesting the highest priority. Orange indicates a high priority and is identified by four (4) to five (5) as the numerical total of the identification tools indicated (Representative x2 and Inclusive x1).

Top Priority Facilities	Number of Tools (Green)	PriorityRanking (Total, Purple)
• Walking / Jogging	5	8
• Soccer Fields	5	7
• Basketball Courts	5	7
• Bike Lanes / Bike Paths	4	6
• Softball Fields	3	5
• Lights at Streets / Parks	5	5
• Baseball Fields	3	5
• Lights at Fields	4	4

Essentially any of the facility priorities can be aggregated together to fulfill the community needs based on available funding, capital improvement projects, and sequence of improvements. It is recommended that the high and highest priority recommendations be grouped together and implemented to provide the most cost effective approach with regard to corresponding construction and maintenance costs.

Exhibit 3.3-1: Facility Needs Summary Matrix

CITY OF SAN FERNANDO FACILITY NEEDS SUMMARY		NEEDS IDENTIFICATION TOOLS									
		REPRESENTATIVE (X2)			INCLUSIVE (X1)						
		Resident Telephone Survey	Demand-Needs Analysis (Current)	Demand-Needs Analysis (Future)	Stakeholder Interviews	Community Workshop 1 (03/09/17)	Community Workshop 2 (04/04/17)	Community Workshop 3 (05/11/17)	Sports Organization Survey	Total # of Identification Tools that Identified Need	Priority Ranking
KEY	IDENTIFIED RECREATION FACILITY NEED										
1	Active Park Space				X					1	1
2	Backstops								X	1	1
3	Baseball Fields		X	X			X			3	5
4	Basketball Courts		X	X	X		X	X		5	7
5	Batting Cages								X	1	1
6	BBQ's							X		1	1
7	Benches (Softball/Baseball Fields)								X	1	1
8	Bike Lanes / Bike Paths		X	X		X		X		4	6
9	Bleachers/Spectator Seating								X	1	1
10	Community Park				X					1	1
11	Concession Stand								X	1	1
12	Dog Park	X					X			2	3
13	Drinking Fountains						X		X	2	2
14	Extended Field Hours				X				X	2	2
15	Fencing								X	1	1
16	Fitness Center							X		1	1
17	Gym	X							X	2	3
18	Indoor Soccer Fields				X					1	1
19	Lights at Fields				X			X	X	3	3
20	Lights at Streets / Parks				X	X	X	X		4	4
21	Maintenance				X	X	X	X	X	5	5
22	Mini Parks				X					1	1
23	No New Improvements	X								1	2
24	Pool	X								1	2
25	Parking							X	X	2	2
26	Picnic Tables								X	1	1
27	Restrooms						X		X	2	2
28	Scoreboards								X	1	1
29	Shade					X	X			2	2
30	Skate Park	X			X					2	3
31	Soccer Fields		X	X	X		X		X	5	7
32	Softball Fields		X	X					X	3	5
33	Storage								X	1	1
34	Synthetic Turf Fields				X				X	2	2
35	T-Ball Fields								X	1	1
36	Traffic Calming					X				1	1
37	Trash Receptacles								X	1	1
38	Upgraded Park Building				X					1	1
39	Volleyball Courts				X					1	1
40	Walking / Jogging Trails	X	X	X	X				X	5	8

3.4 Recreation Program Needs Summary and Prioritization

The Program Needs Summary Matrix (**Exhibit 3.4-1**) and Prioritizations are another key element to the Master Plan process that bring together information from the various community input measures and City specific analysis efforts, distilling them into a broader overall picture of recreation. Although, an in depth analysis of City programming is not part of this Master Plan report, it is important to understand the impact of City programming as an indicator of the recreation needs of San Fernando and its community vision.

The Program Needs Summary Matrix (**Exhibit 3.4-1**) summarizes the program needs identified throughout the Master Plan process, and uses a numerical ranking system to establish relative priorities; the more needs identification tools that indicate a particular need, the higher the ranking. All of the needs identification tools are directly based on community input, and are therefore considered important to some degree of the community.

The Program Needs Summary Matrix determines which needs have the highest priority as perceived by the largest number of residents. In determining the overall priority ranking (numerical total), the exhibit gives greater weight to quantitative tools (statistically valid) by counting each as double the value of the qualitative tool. This is reflected in the top header (Representative x2 points, vs. Inclusive x1 point). For instance, Security (at Parks) is indicated as a need by 4 identification tools equaling 4 as the numerical total (0 Representative Tools x2 and 4 Inclusive Tools x1) and therefore has a higher relative priority than Tennis with 1 identification tool equaling 1 as the numerical total (0 Representative Tools x2 and 1 Inclusive Tool x1).

Based on **Exhibit 3.4-1** and for the purposes of this summary, needs are highlighted in purple or orange. The colors also reflect a relative ranking of priority; purple indicates that the need was identified by four (4) or more as the numerical total of the identification tools indicated (Representative x2 and Inclusive x1), suggesting the highest priority. Orange indicates a high priority and is identified by three (3) as the numerical total

of the identification tools indicated (Representative x2 and Inclusive x1).

Ultimately, the ranking of the program needs should be considered with the ranking of facility needs from the previous section. Together, elements of both will provide the City of San Fernando with a more complete and comprehensive set of recommendations and goals for fulfilling its community needs now and in the future.



Mexican Folkdancers participate in City wide cultural events.

Exhibit 3.3-1: Facility Needs Summary Matrix

CITY OF SAN FERNANDO PROGRAM NEEDS SUMMARY		NEEDS IDENTIFICATION TOOLS						
		REP. (X2)	INCLUSIVE (X1)					
		Resident Telephone Survey	Stakeholder Interviews	Community Workshop 1 (03/09/17)	Community Workshop 2 (04/04/17)	Community Workshop 3 (05/11/17)	Total # of Tools that Identified Need	Calculated Total
KEY	IDENTIFIED RECREATION FACILITY NEED							
1	Adult Sports		X				1	1
2	Aerobics / Spinning	X	X				2	3
3	Arts & Crafts	X	X				2	3
4	Arts Districts / Cultural Arts		X			X	2	2
5	Camp for Kids / After School	X	X				2	3
6	Communication / Community Outreach		X	X		X	3	3
7	Community Events	X	X			X	3	4
8	Continued Program Development		X	X			2	2
9	Cooking	X					1	2
10	Dance		X				1	1
11	Event Planning		X				1	1
12	Healthy Programs		X			X	2	2
13	Holiday / Seasonal	X					1	2
14	Maintain Existing Programs		X	X		X	3	3
15	Music	X					1	2
16	No New Programs	X	X				2	3
17	No Profit Collaboration		X	X			2	2
18	Security (at Parks)		X	X	X	X	4	4
19	Senior Services / Programs		X				1	1
20	Special Needs Programs				X	X	2	2
21	Stress Relief	X					1	2
22	Swimming	X					1	2
23	Teen Programs / Center		X			X	2	2
24	Tennis		X				1	1
25	Traffic Calming			X	X		2	2
26	Yoga / Meditation	X					1	2

Top Priority Programs	Number of Tools (Green)	PriorityRanking (Total, Purple)
• Security (at Parks)	4	4
• Communication / Community Outreach	3	4
• Community Events	3	3
• Maintain Existing Programs	3	3
• Camp for Kids / After School	2	3
• Arts & Crafts	2	3
• Aerobics / Spinning	2	3



Walking path and natural landscaping at Rudy Ortega Park.



Section FOUR: Recreation Facility Recommendations

4.1 Overall Concept

Continued park and recreation facility and program planning/development will be needed to satisfy current and future Demand Needs in the City of San Fernando. It is intended that the City pursue satisfaction of these needs using the following strategies in a two-pronged approach. These will be discussed further in depth in Section 4.3.

1. FACILITIES/INFRASTRUCTURE

- Planned Park Renovations
- Circulation Expansion

2. PROGRAMS

- Joint Use Agreements
- City Wide Park Maintenance Programming / Prescriptive Maintenance Manual
- Safety and Security Measures
- Program Management

4.2 Opportunities and Constraints

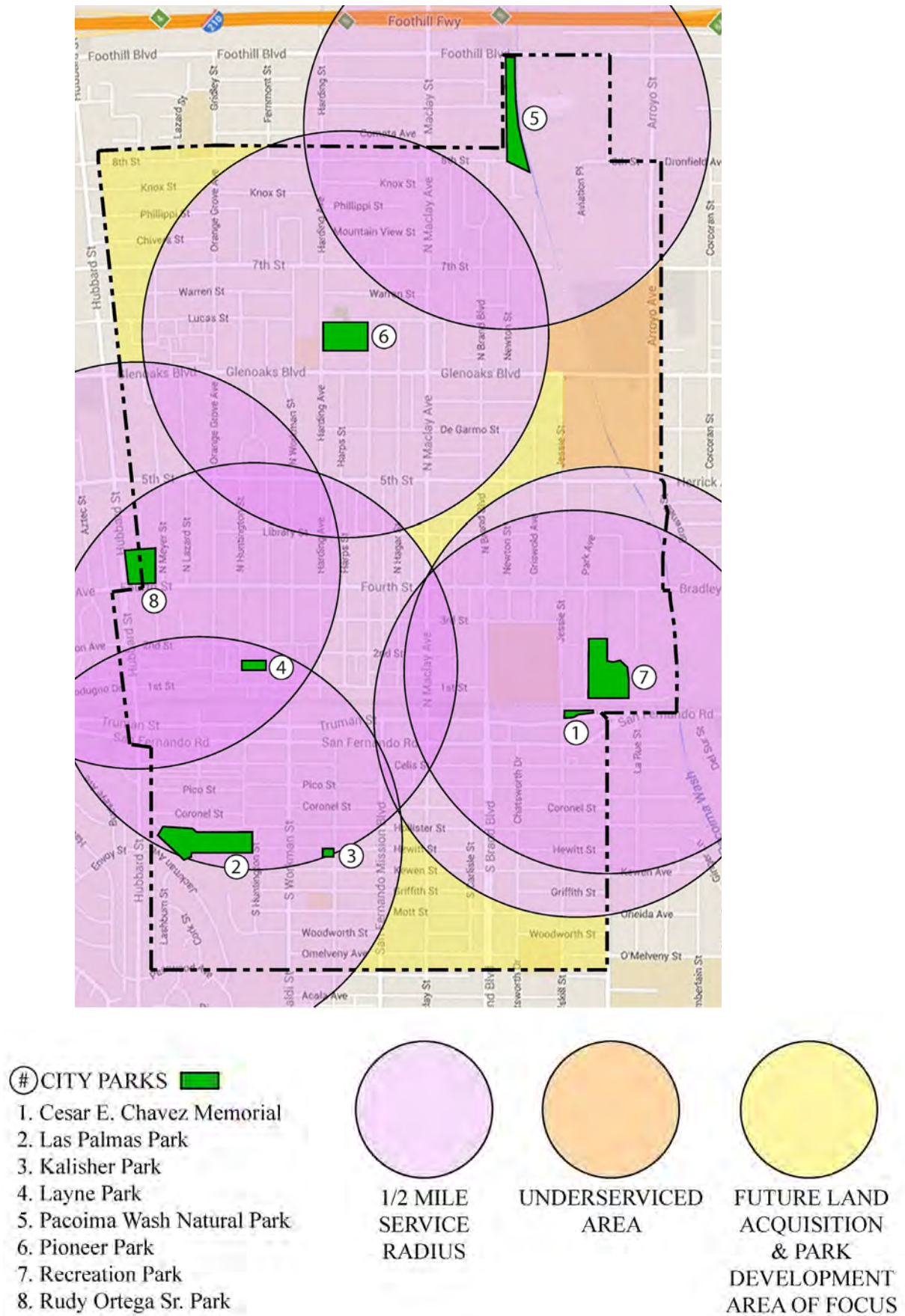
Throughout the Master Plan process existing park and recreation resources have been evaluated for their ability to provide recreational opportunities to the residents of San Fernando. As previously discussed, the Service Area Map (**Exhibit 2.4-1**) identifies which areas of the City are served by such recreation parks and facilities, and which areas are under served.

Due to the virtually built-out condition of the City of San Fernando, very limited to no open space is available for the development of new park or recreation sites, specifically in under served areas. **Exhibit 4.2-1** identifies the under served areas from the Service Area Map (**Exhibit 2.4-1**) and underlays the Land Use map (**Exhibit 1.4-3**) to establish key residential zones that are deficient of recreation resources.

The City has a unique opportunity to focus its attention to the highlighted areas in the Under Served map. If vacant parcels become available in these locations the City should pursue acquisition and development of Pocket/Mini Parks, Linear Parks, or Neighborhood Parks to satisfy current and future demands for high priority facilities and programs including; Basketball Courts, Bike Lanes/Bike Paths, Soccer Fields, Walking/Jogging Trails, Baseball Fields, Lights at Streets/Parks/Security, Maintenance, Softball Fields, Community Events, and Programs (Section 3.4). Development of additional recreational resources in these areas can provide valuable parkland acreage per 1,000 residents and serve residents that may not have the opportunity to recreate in their neighborhoods.

Section FOUR: Recreation Facility Recommendations

Exhibit 4.2-1: Service Area Map Under Served Acquisition Areas



4.3 Recreation Recommendations

Vacant parcels notwithstanding, a two-pronged approach to the City's recreation recommendations will allow flexibility in how San Fernando is able to satisfy its current and future needs. Improvements categorized under Facilities/Infrastructure include Planned Park Renovations and Circulation Expansion. These recommendations can provide immediate support to existing park facilities and allow expansion of pedestrian circulation systems through the City should land acquisition not be an option at the time.

1. FACILITIES/INFRASTRUCTURE

Planned Park Renovations

Planned Park Renovations and scheduled maintenance will allow the City to identify and organize priorities for recreation facilities associated with immediate and long term needs. Park improvements and renovations can be prioritized based on funding and usage, limiting down time and scheduling conflicts. The development of a Capital Improvements List will aid in this prioritization, while Joint-Use Agreements and City land acquisition can provide rotational relief to such improvements between park facilities.

Circulation Expansion (Walking / Jogging Trails, Bike Paths)

Because the City of San Fernando does not have a fully established or contiguous bike trail network beyond the Mission City Trail or San Fernando Road Bike Path and Walking/Jogging and Bike Lanes/Paths are identified as a need, it is recommended that the City develop its Class I and Class II Bike Lane networks. Established bike routes will provide a safe form of non-vehicular pedestrian travel via cross town connections to parks, downtown, existing bike trails inside and outside of the City. These routes may include Class I, II or III bike lanes as well as Community Trails. A community trail can be established along the Pacima Wash and Railroad providing linear parkland and extending the City's trail and park network.

Bikeways are classified in the following categories by Caltrans:

- Class I Bikeway or Trail – provides a completely separated right of way for the exclusive use of bicycles and pedestrians with crossflow by motorists minimized.
- Class II Bike Lane – provides striped lane for one-way bike travel on a street or highway.
- Class III Bikeway or Bike Route – provides for shared use with pedestrian or motor vehicle traffic.

2. PROGRAMS

The second element of the two-pronged approach for recreation recommendations relates specifically to programs. A variety of programs can be implemented to serve the City's needs through Joint-Use Agreements, City Wide Park Maintenance Programming, Safety and Security Measures and Program Management.

Joint-Use Agreements

Joint-Use Agreements between the City and LAUSD are a unique way to provide additional sports fields, courts and facilities to the City that would otherwise not be available. The agreement allows the City use of school facilities after hours and on weekends when not in use. These fields and courts can alleviate maintenance pressure at existing recreation resources, allow planned park renovations to take place more frequently, accomodate sport league practice and game day scheduling, and allow the City to maintain or expand its programs and services available to residents. If Joint-Use Agreements can be achieved between the City and LAUSD, the City should consider maintenance renovations and upgrades to the multi-purpose fields as a long term resolution to its recreation needs.

City Wide Park Maintenance Programming / Prescriptive Maintenance Manual

Throughout the Master Plan process, much of the community outreach data collected spoke to maintenance improvements to existing park facilities. Development of a prescriptive City-wide park maintenance manual will allow the City of San Fernando to customize its park improvements with regard to usage, demand, and fiscal restraints, forming the foundation for the development of enhanced operations and maintenance practices. A maintenance manual will drive the recommendations identified in the Capital Improvements List and Planned Park Renovations relative to current and future needs. Upgrades to existing infrastructure, changing demographics and recreational trends can be met with improved practices and procedures in operations through the a City-wide prescriptive maintenance program manuel.

Safety and Security Measures

Safety and security programming can be used to meet the need for “Security” and “Lights at Streets / Parks”. Simple measures such as; enforced hours of operations, parking restrictions, natural surveillance and crime prevention through environmental design, lighting, daily/nightly patrol, regulatory signage and citation can allow the City to better monitor park facilities and keep residents feeling safe and secure. These measures will increase the longevity of park resources and minimize maintenance required outside of Planned Park Renovations and improvements.

Program Management

The City of San Fernando's lack of deficit in sports fields and courts as determined by the Demand Needs analysis has guided the Master Plan Report towards what could be considered advantageous recommendation made up of maintenance and programming suggestions. Similar size cities with built-out conditions often find themselves with deficits in recreation resources. San Fernando has the opportunity to focus on serving its residents through preservation of its existing parks, facilities, and programs without having to build additional facilities from a needs standpoint. As the City begins to grow financially or if grants become available the Park and Recreation Department, Commission and Council should work towards prioritizing the suggested recommendations from a fiscal standpoint, determining what funds are available for what improvements, which are immediate versus long-term needs, and program management. Programs are an important component of San Fernando and should be maintained and expanded to serve residents current and future needs.

4.4 Concept Diagrams

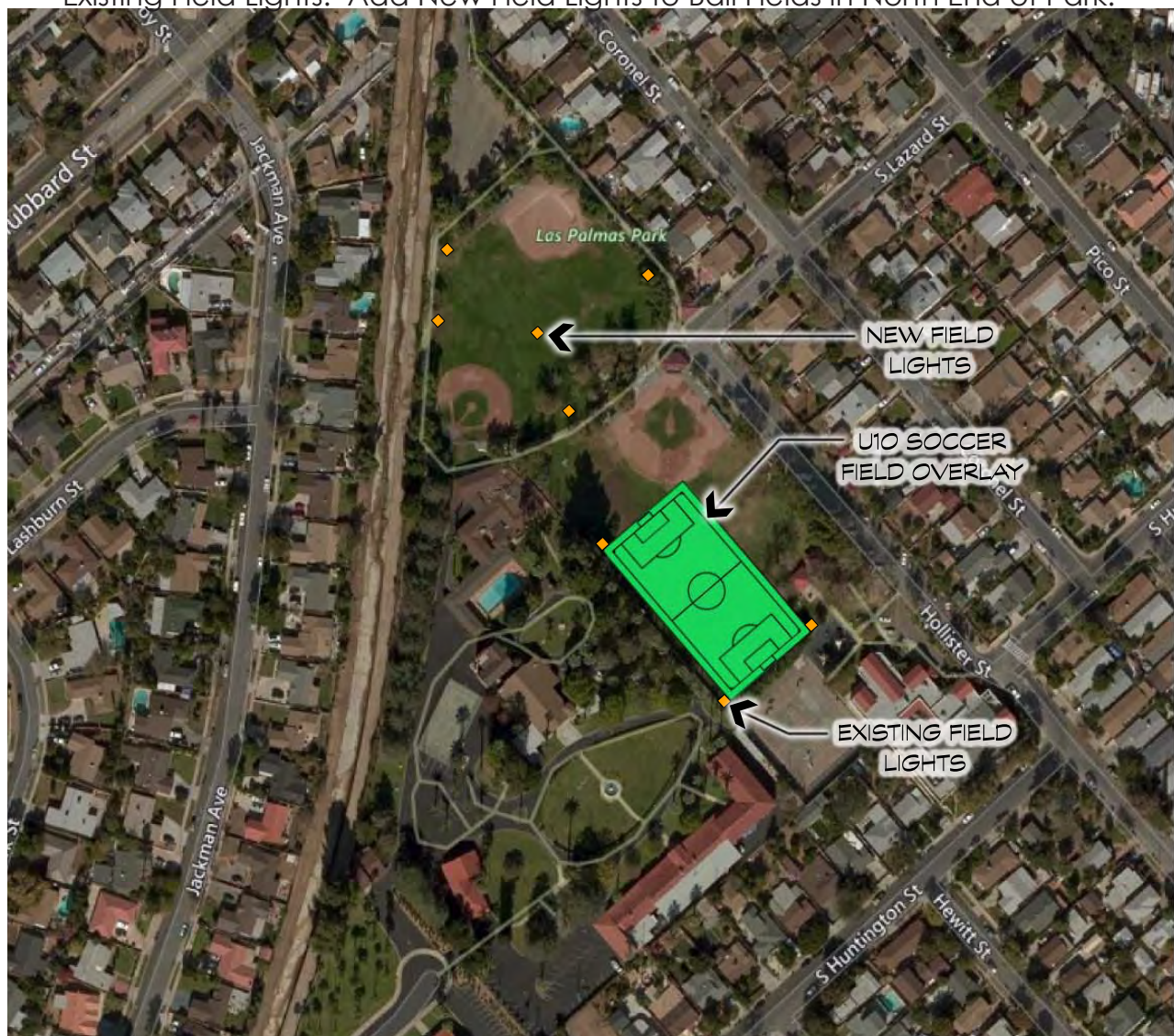
Beyond the previously mentioned Master Plan Report recommendations, the City should consider conditional improvements to its recreation resources. If future land acquisition is not possible and joint-use agreements cannot be utilized, the City should consider dual use improvements that provide multi-use field overlays, longer hours of operation, space consolidation, and organization that create flexibility and functionality in park resources.

Below are four concept diagrams that speak to these improvements, providing insight to possible solutions should the City be faced with less recreation space in the future.

Exhibit 4.4-1: Las Palmas Park Recommendations

Las Palmas Park

- Develop Open Field Into U10 Natural Turf Soccer Field Overlay With Use of Existing Field Lights. Add New Field Lights to Ball Fields in North End of Park.



Section FOUR: Recreation Facility Recommendations

Exhibit 4.4-2: Layne Park Recommendations

Layne Park

- Relocate 1/2 Size Basketball Court and Convert to a Full Size Court, Add U10 Soccer Field Overlay, Relocate Picnic Table Pads and Tables



Exhibit 4.4-3: Pioneer Park Recommendations

Pioneer Park

- Renovate/Repair Basketball Court, Renovate/Repair Parking Lot, Add Field Lights, Bleachers, Storage, Renovate/Repair Tot Lot

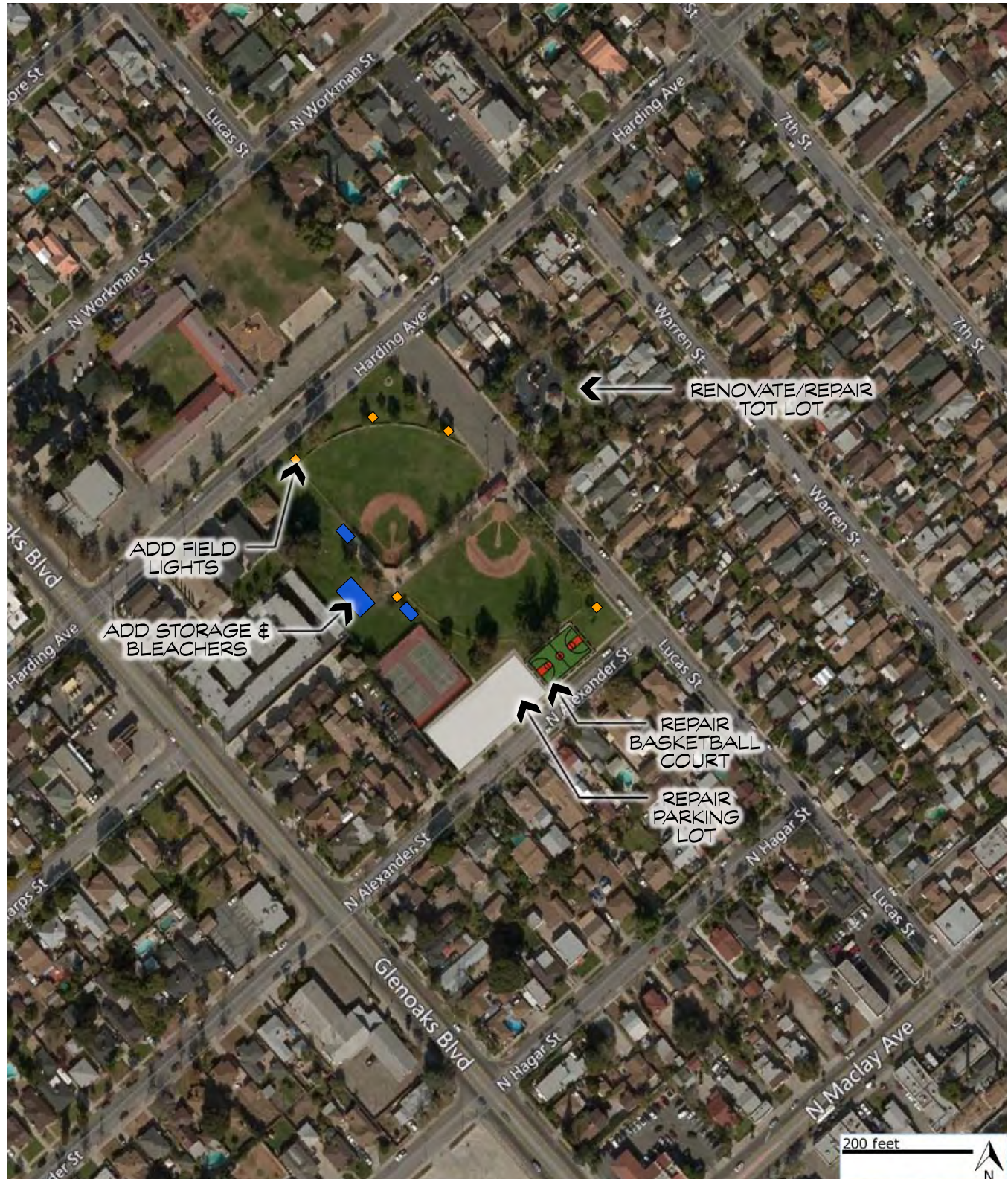
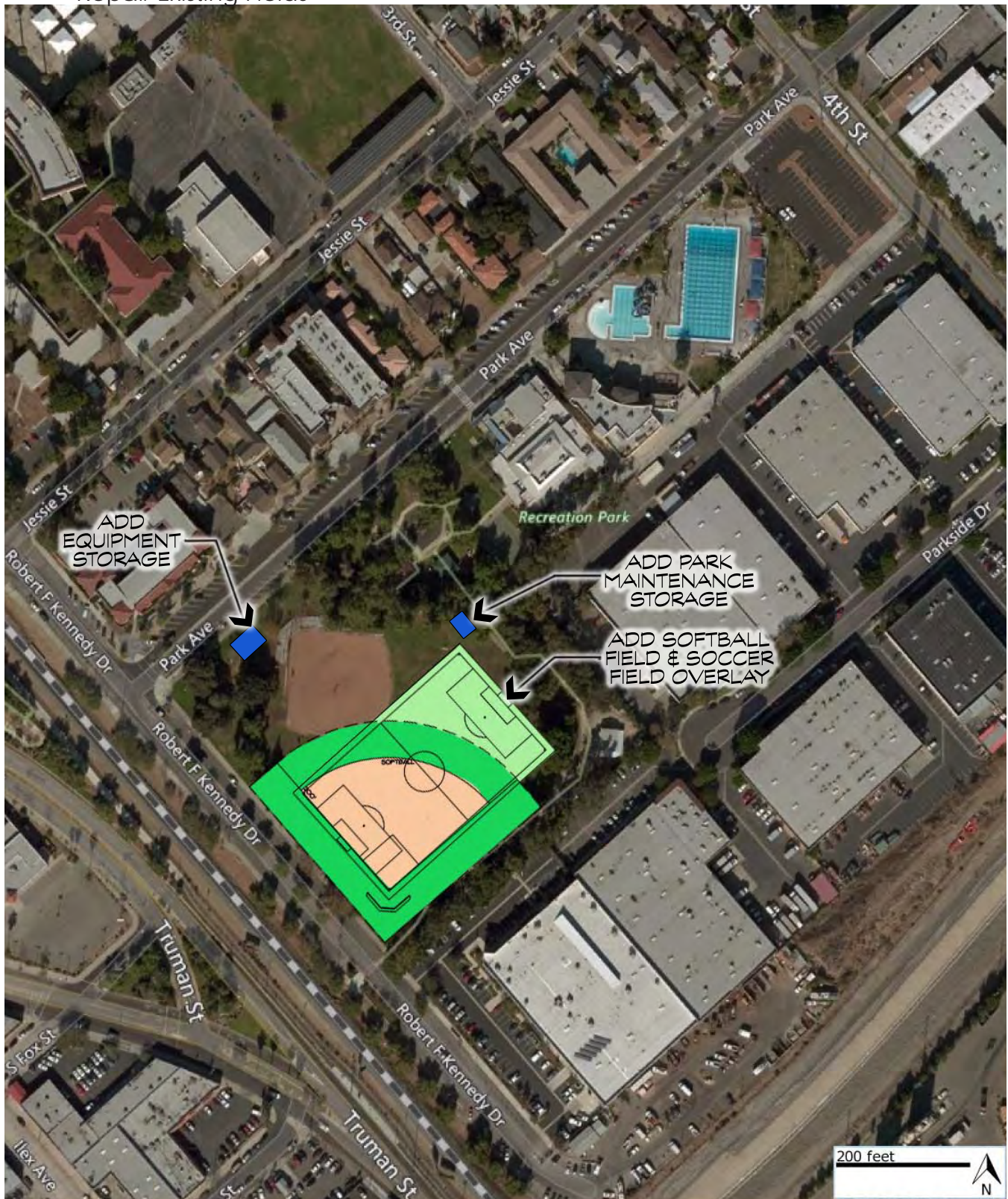


Exhibit 4.4-4: Recreation Park Recommendations

Recreation Park

- Add Equipment Storage and Maintenance Storage, Add Baseball Field Overlay, Repair Existing Fields



ATTACHMENT B

REQUEST FOR PROPOSALS



The Recreation and Community Services Department is requesting proposals for:

CONDUCTING A LAND AND OPEN SPACE INVENTORY TO UP DATE THE PARK AND RECREATION MASTER PLAN

RELEASE DATE: March 6, 2023

RESPONSE DUE: April 3, 2023

GENERAL INFORMATION

The City of San Fernando is located in the Northeast San Fernando Valley with a population nearing 25,000 residents. The community resides within approximately 2.4 square miles, of which most of the property has been built out. The City completed a Park and Recreation Master Plan (PMP) in 2017. This document served as a blueprint for the capital improvements and recreational programming the Recreation and Community Services Department (RCS) maps in its work plan each fiscal year since 2017. Although the document identified the type of programs and facilities the community wishes to see realized, the PMP lacked defining the land for implementing such projects. The City of San Fernando is requesting proposals to update the City's 2017 PMP by conducting a Land and open space inventory to augment the Plan and identify land that could serve as a new recreational facility.

The document will serve as an update to the 2017 PMP to illustrate potential new park sites that reflect community needs. It will further develop, enhance and sustain a safe and accessible parks system for the City. The plan will guide the future preservation, enhancement, and redevelopment of parks, trails and greenway connections, recreational opportunities, and cost estimates. The plan will drive the RCS long-range and near-term planning and direct decision-making and resources toward a defined vision. This vision includes the development and redevelopment of the parks, facilities, open space, public property, and the park system.

The selected firm ("Consultant") will have a proven innovative approach, experience, and knowledge in park, facility, and recreation planning, project management, and the ability to blend sections effectively, plans, documents, and concepts together, producing a concise and easily understandable plan. In addition to producing the PMP update, the Consultant will negotiate on the City's behalf for potential land acquisition or Joint-Use agreements.

BACKGROUND

The City of San Fernando incorporated in 1911 is Common Law City organized according to the City Council/City Manager form of government. The seven departments servicing the residents include Administration, City Clerk, Community Development, Finance, Police, Public Works, and Recreation and Community Services Department. The City employs approximately 110 full-time employees from a total Adopted Budget for the fiscal year 2022-2023 of \$53.8 million, which includes a General Fund budget of \$25.3 million. The City is a cost-conscious provider of outstanding public services to its citizens and local businesses.

The City actively pursues grant funding to augment and enhance the programs and services provided to the public. Grant funding can pay for a variety of services that include but are not limited to capital projects, studies, acquisitions, and programming. The City has received a Los Angeles Regional Park Open Space grant and American Rescue Plan Act funds to conduct a Land and Open Space Inventory that updates the City's PMP. As recipients of public funds, the City

believes in an open competitive process for awarding product and service contracts. The City evaluates all proposals submitted to select the best Consultant for the public dollar. The City is interested in receiving responsive and competitive proposals from experienced and qualified Consultants to conduct a Land and Open Space Inventory study. The following describes the technical environment, consultants' staffing, qualifications, and performance expectations for this RFP.

INSTRUCTIONS FOR SUBMITTING CONTRACTORS

A. Examination of Proposal Documents

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

B. Questions/Clarifications

Please direct any questions regarding this RFP to Julian Venegas, Recreation and Community Services Director, via e-mail at jvenegas@sfcity.org. Questions must be received by 5:00 p.m. on **Friday, March 17, 2023**. Responses to all questions received prior to the deadline will be posted on the City's website on **Wednesday, March 22, 2023**.

C. Submission of Bid Proposals

Firms must submit their proposal as a hard copy and as an electronic copy. Hard copies may be sent in a sealed envelope to the San Fernando City Clerk's Office, located at 117 Macneil Street, San Fernando, California, 91340. Electronic copies may be sent to Julian Venegas, Recreation and Community Services Director at jvenegas@sfcity.org, with the subject line "City of San Fernando RFP – Land and Open Space Inventory." All bid proposals must be received on or before **Monday, April 3, 2023, at 4:30 p.m.** All proposals received after the due date will not be accepted.

D. Withdrawal of Proposals

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

E. Rights of the City of San Fernando

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

The City reserves the right to:

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

F. Contract Type

It is anticipated that a standard Professional Services Agreement (PSA) contract will be executed subsequently to City Council review and approval of the recommended firm. A sample of the standard PSA agreement is enclosed as Exhibit "B".

G. Collusion

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

SCOPE OF WORK

The City of San Fernando is soliciting proposals from qualified and experienced firms to conduct land and open space inventory within the City's boundaries. The City is approximately 2.5 square miles located in the Northeast San Fernando Valley. The City is predominantly built out, though there are some vacant lots and open spaces that may have the potential to be developed into a recreational facilities. The inventory will identify such land that illustrates potential new park sites that reflect community needs. The community needs shall be determined by a robust community engagement effort. The consultant will also act on the City's behalf to acquire and or negotiate Joint - Use agreements with third parties to develop recreational facilities.

COMMUNITY ENGAGEMENT

The San Fernando City Council values and welcomes community feedback to assist with the decision

making process on all major projects. The method for garnering ideas and suggestions for city projects or the development of specific guiding plans is to conduct a community engagement campaign. Compiling feedback from residents and stakeholders helps guide the final plan that reflects the vision of the community.

The land and open space inventory will be based on the type of recreational facilities and or programming the residents of San Fernando would like realized. The community engagement effort takes into account the city demographics to ensure the feedback is capturing a complete representation of city residents. Feedback from community planning meetings should involve youth, seniors, and family groups. Focus group meetings will gather feedback from special interest groups on their particular recreational facility needs.

The Community Engagement campaign shall induce:

- An initial project kick-off meeting to identify needs, define stakeholders, finalize the schedule, and gather information.
- Conduct a minimum of four meetings with local governmental bodies to gather input, provide draft recommendations, and present a final report. Examples of governmental bodies included in these meetings are the Parks, Wellness and Recreation Commission, Planning and Public Safety Commission, and the City Council.
- Conduct a minimum of four community meetings with residents and focus groups
- Bi-monthly progress reports during start-up and active phases with a minimum of one progress report per month.
- Prepare a draft report.
- Finalize the report based on input received.
- Provide an electronic copy in PDF format.

Interested firms are encouraged to partner with a local community based organization to lead and facilitate community engagement activities.

LAND AND OPEN SPACE INVENTORY

The objective of the land and open space inventory is to support the public's needs for new park facilities. The bases of the community needs are rooted in the 2017 Park and Recreation Master Plan. The Plan addresses the needs identified during the community outreach phase of the 2017 Plan. The feedback on which the PMP is based was gathered between 2015 and 2017. Those needs may have changed since the adoption of the PMP. Although the PMP addressed the needs, it was silent regarding the development of potential land that could serve as new park space. Consultant may review the existing 2017 PMP at <https://ci.san-fernando.ca.us/sfrecreation/#park-revitalization>. The consultant will canvas the city to identify such land (public and private). Vacant and underutilized lots will be ideal for the development of new park space; however, the consultant should consider redeveloping existing parkland, churches, schools, and private property. A map of the city's boundaries is attached as Exhibit "A".

The Inventory should develop potential park conceptual plans to illustrate potential new park sites that reflect community needs. Each potential site should have budget estimates for acquiring the land or any cost that may be associated with the City's use of the proposed site. Budget estimates for the redevelopment of existing parkland should also be provided. The consultant should identify grant and funding opportunities to assist with implementing proposed projects. The funding sources may include but are not limited to local, State, and Federal funding sources.

Upon the City Council's direction, the Consultant will conduct due diligence for negotiating a joint-use agreement or pre-acquisition of land/real estate negotiations related to the development of new parkland or open spaces for recreational purposes.

INFORMATION TO BE SUBMITTED

The content and sequence of the information contained in each copy of the proposal shall be as follows:

A. Cover Letter

Introduction of the firm submitting the proposal, including a general description of the firm's qualifications and experience relevant to the requested services, with emphasis on previous projects similar to the one proposed here. Along with introductory remarks, the proposal shall include the following information:

1. Complete name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity with which contract would be written.
2. Complete the name, title, address, e-mail address, and telephone number of each principal officer.
3. Identify the legal entity of the Consultant and state the number of years the entity has been organized and doing business under this legal structure.
4. Documentation of the financial status of the firm to ensure the firm will continue to be in business through the contract period and finance the costs of adequate personnel and other support requirements.

B. Organizational Information

The consultant will include an organizational chart and staffing plan for key personnel the Consultant plans to assign to the ongoing management of the services described in the Scope of Work. A section titled "Proposed City of San Fernando Team" shall be included and will include resumes, certifications, etc. for the proposed team that will be assigned

to the City that demonstrates their abilities, skill level, and experience to accomplish the required tasks.

C. Qualifications and Experience

The Consultant will demonstrate that the firm expresses a clear understanding of the Scope of Work and indicate features, skills, and/or services that distinguish the firm as the better choice for the City. The Consultant will provide a minimum of three (3) examples of comparable work performed during the last three years that best demonstrates the qualifications and ability of the proposed team to accomplish the work as outlined in the Scope of Work section of this RFP. Include dates and descriptions of the services that were provided.

Consultant shall provide a minimum of three (3) and a maximum of five (5) references and should include any California governmental clients or similar public agencies for which contracts were performed. For each reference, the information shall include the name of the client with current address, telephone number, e-mail address, and contact person of each client who would be most familiar with the services provided. The City reserves the right to contact any of the listed references at any time and make any other reasonable investigation into the consultant's background and experience.

1. **Procedures and Methodology** – The proposal shall provide a detailed description of the firm's proposed approach demonstrating how the goals and objectives will be accomplished as outlined in the Scope of Work.
2. **Quality Control** – The Consultant shall describe the firm's policies and procedures for assuring high-quality work, including monitoring of any proposed sub-contracts.
3. **Schedule Detail/Schedule Control** – The Consultant shall provide a detailed schedule outlining the tasks, activities, deliverables, milestones, and duration required for the completion and submission of each of the following deliverables.

D. Cost Summary

The cost summary shall be submitted in a separate sealed envelope. All costs should reflect "not to exceed" figures. Fee schedules, including hourly rates for the prime consultant and all sub-consultants, meetings, and reproduction costs, should accompany the cost summary.

E. Compensation Schedule

In a separate sealed envelope labeled "Compensation Schedule," the Consultant shall include an appropriate compensation schedule to meet its workload and staffing needs. Include the hourly rate for all personnel assigned to the City, the number of hours each staff member will be assigned for each major task in the Scope of Work, as well as a list of

all other reimbursable costs incurred in the performance of services required in the Scope of Work. A discussion on how the firm controls overall costs for Services to the City should be included as well.

F. Conflict of Interest Statement

Include a statement disclosing any involvement with plan/development projects in the City of San Fernando by the consultant (and sub-consultants) within the last year. The City of San Fernando reserves the right to reject any proposals having the potential for a conflict of interest.

G. Signature

The proposal shall be signed by an official who is authorized to bind the consulting firm and shall contain a statement that guarantees that the proposal/cost estimate is valid for ninety (90) days.

SCHEDULE FOR SELECTION

RFP Available:	March 6, 2023
Question Submittal Deadline:	March 17, 2018
Response to Questions:	March 22, 2023
RFP Due	April 6, 2023
Interviews/Contract Negotiations (if necessary):	April 17, 2023
Agreement Presented to Council for Review & Approval:	May 1, 2023

METHOD OF SELECTION AND NOTICES

The Recreation and Community Services Director and staff from Los Angeles Council District 7 and the Los Angeles Department of Transportation will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness of the Event
- Responsiveness to Service Needs
- Potential Benefits of the Northeast Valley Region
- Experience of the firm providing similar services to other municipalities
- Cost-effectiveness
- Quality of proposed staff

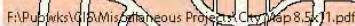




EXHIBIT B

2022

CONTRACT SERVICES AGREEMENT

(Contractor: **INSERT NAME**)

(Nature of Engagement: **INSERT DESCRIPTION OF ENGAGEMENT**)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this **_____** day of **_____**, 2022 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and **INSERT CONTRACTOR NAME** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires **INSERT THE KIND OF SERVICES REQUIRED**; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of **_____, 2022** under Agenda Item No. **_____**.

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

SECTION 1. SCOPE OF WORK.

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide CITY **INSERT SERVICES REQUIRED**. The various tasks and related services to be performed by CONTRACTOR are more specifically described in the CITY's "[**INSERT NAME OF CITY REQUIREMENTS**]" (hereinafter the "CITY REQUIREMENTS") and the written proposal of CONTRACTOR entitled "**INSERT TITLE OF PROPOSAL**" (hereinafter, the "CONTRACTOR PROPOSAL") dated **INSERT DATE OF PROPOSAL**. The CITY REQUIREMENTS and the CONTRACTOR PROPOSAL are attached and incorporated hereto as **Exhibits "A" and "B" respectively**. The term "Scope of Work" shall be a collective reference to the CITY REQUIREMENTS and the CONTRACTOR PROPOSAL. The capitalized term "Work" shall be a

collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY REQUIREMENTS and the provisions of the document entitled CONTRACTOR PROPOSAL, the requirements of the document entitled CITY REQUIREMENTS shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

- B. **IF NO CITY REQUIREMENTS ISSUED:** Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the services and tasks described in that certain proposal of CONTRACTOR entitled **"INSERT TITLE OF PROPOSAL"** dated **INSERT DATE OF PROPOSAL** (hereinafter, the "CONTRACTOR PROPOSAL") which is attached and incorporated hereto as **Exhibit "A". CONTRACTOR** further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."
- C. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- D. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the work, services and tasks to be performed under this Agreement; (ii) has carefully considered how the Work should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Work is to be performed and is or will be fully acquainted with the conditions there existing, prior to undertaking any service or task requested by CITY in the manner described under Section 3, below. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.
- E. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for

the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

SECTION 2. PROSECUTION OF WORK.

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). The Work shall be completed by [insert time to be completed by or Insert date to be completed by of CITY's issuance of the Notice to Proceed] (hereinafter, the "Completion Date").
- B. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its employees or other consultants, contractors or agents.
- C. CONTRACTOR may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONTRACTOR in order to complete the Work; (ii) how much additional time CONTRACTOR requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONTRACTOR, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONTRACTOR being able to complete any other service or task; and (iv) what proactive steps CONTRACTOR has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONTRACTOR to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.
- D. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.
- E. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- F. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

SECTION 3. COMPENSATION.

- A. CONTRACTOR shall perform all the Work in accordance with the rates set forth in CONTRACTOR's **INSERT DATE** quote (hereinafter "CONTRACTOR QUOTE"), which is attached and incorporated hereto as **Exhibit "C"**.
- B. CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the sum of **INSERT WRITTEN AMOUNT (\$INSERT NUMBER)** (hereinafter, the "Not-to-Exceed Sum"). CONTRACTOR further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this Agreement, unless the City Representative authorizes the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.
- C. Following the conclusion of Work requested pursuant to Section 1 above, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

SECTION 4. STANDARD OF CARE.

CONTRACTOR represents, acknowledges and agrees as follows:

- A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field;
- B. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services;
- C. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
- D. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). CONTRACTOR's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and

Urbanization;

- E. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement;
- G. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement; and
- H. CONTRACTOR shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative. The quality of Services shall meet or exceed those standards established by the CITY or County of jurisdiction.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CONTRACTOR has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

SECTION 5. REPRESENTATIVES.

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be **INSERT CITY REPRESENTATIVE** (hereinafter, the "City

Representative”). It shall be CONTRACTOR’s responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

- B. Contractor Representative. For the purposes of this Agreement, **INSERT CONTRACTOR REPRESENTATIVE**, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR’s performance under this Agreement and to make all decisions in connection therewith (hereinafter, the “Contractor Representative”). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor’s Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

SECTION 6. CONTRACTOR’S PERSONNEL.

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All work, services and tasks will be performed under CONTRACTOR’s supervision, and CONTRACTOR’s personnel engaged in the performance of the Work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR’s performance of the Work, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.
- C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work.
- D. In the event that CITY, in its sole reasonable discretion, at any time during the duration of the Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- E. CONTRACTOR shall be responsible for payment of all employees’ and subconsultants’ wages

and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

- F. CONTRACTOR shall obtain and maintain during the duration of the Agreement, all necessary licenses, permits and certificates required by law for the performance of the Work contemplated under this Agreement.

SECTION 7. SUBSTITUTION OF KEY PERSONNEL. CONTRACTOR has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONTRACTOR at the request of the CITY. The key personnel for performance of this Agreement are as follows: **[INSERT NAME AND TITLE].**

SECTION 8. PREVAILING WAGES AND GENERAL LABOR COMPLIANCE AND REPORTING.

- A. CONTRACTOR and any subcontractor performing or contracting any portion of the Work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
 2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the

locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.

- B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.
- D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to CITY, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.
- F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the

event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the CITY satisfies the CITY of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the Work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and CONTRACTOR shall not commence Work, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the CITY as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' 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." A subcontractor is not allowed to commence the Work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Engineer for the CITY's review and records.

- H. In accordance with the provisions of Section 1727 of the California Labor Code, the CITY, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the CITY.

SECTION 9. PROHIBITED INTERESTS. CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and

represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the duration of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

SECTION 10. INDEPENDENT CONTRACTOR.

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the duration of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.
- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or

to bind CITY to any obligation whatsoever.

- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

SECTION 11. CONFLICTS OF INTEREST. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

SECTION 12. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform the Work under this Agreement.

SECTION. 13. INDEMNIFICATION.

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers,

agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

- B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.
- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.
- E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

SECTION 14. INSURANCE.

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
 - 1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
 - 2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 - 3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
- E. Prior to commencement of Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are

in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

- F. CONTRACTOR shall provide proof that policies of insurance expiring during the duration of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or

CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.

- N. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 15. RECORDS AND INSPECTION. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

SECTION 16. TERMINATION.

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.
- 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 in this Section 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) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR'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 CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR 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. CONTRACTOR shall cure the following Event of Default within the following time periods:

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

If an Event of Default relates to a material falsehood or misrepresentation set forth in Exhibit "[insert letter of exhibit relevant to proposal]" that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR'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, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any

undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
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 CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the

suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

7. 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.

SECTION 17. FORCE MAJEURE. The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

SECTION 18. NOTICES. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: INSERT DEPARTMENT
Phone: (818) 898-1212

If to CONTRACTOR:

INSERT CONTRACTOR NAME
INSERT ADDRESS
Attn: INSERT CONTACT NAME
Phone: INSERT PHONE NUMBER

SECTION 19. PROHIBITION. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

SECTION 20. ATTORNEY FEES. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

SECTION 21. ENTIRE AGREEMENT. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

SECTION 22. GOVERNING LAW; JURISDICTION. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

SECTION 23. SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

SECTION 24. CAPTIONS. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

SECTION 25. EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

SIGNATURES ON NEXT PAGE

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

CITY OF SAN FERNANDO

CONTRACTOR NAME:

By: _____
Nick Kimball, City Manager

Date: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

EXHIBIT "A"
CITY REQUIREMENTS

EXHIBIT "B"
CONTRACTOR PROPOSAL

EXHIBIT "C"
CONTRACTOR QUOTE

RESOLUTION NO. 8220

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

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

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to allocate the Los Angeles County Regional Parks and Open Space District grant for \$185,000 to complete Technical Assistance Program services for updating the Park and Recreation Master Plan by conducting a Land and Open Space Inventory; and

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

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

SECTION 1. The following adjustment is made to the City Budget:

Allocation of Los Angeles County Regional Parks Open Space District (RPOSD) Technical Assistance Program Capital Grant Funds

Increase in Revenues	\$185,000
Account No. 010-3697-0516	

Increase in Expenditures	\$185,000
Account No. 010-420-3697-4600	

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 6th day of March 2023.

ATTEST:

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

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8220, 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 6th day of March 2023, 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 March, 2022.

Julia Fritz, City Clerk



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT



August 18, 2022

Address

1000 S. Fremont Avenue
A-9 East Ground Floor
Alhambra, CA 91803

Telephone

(626) 588-5060

Email

info@rposd.lacounty.gov

Website

RPOSD.LACounty.gov

Mr. Julian Venegas

Recreation & Community Services Director

City of San Fernando

Dear Mr. Venegas,

On July 14, 2022, the Regional Park and Open Space District (RPOSD) held a press conference to announce expansion of the Technical Assistance Program (TAP) and the allocation of specific funding to cities defined as High Need or Very High Need, as determined by the 2016 Los Angeles County Park Need Assessment.

Board of Directors

Hilda L. Solis
Holly J. Mitchell
Sheila Kuehl
Janice Hahn
Kathryn Barger

Based on the City of San Fernando's designation as a High Need City, it has been allocated \$185,000 for technical assistance services. This round of direct allocations will provide funding for pre-acquisition costs for new park development. Future TAP allocations will have different areas of emphasis, including community outreach, planning, design, grant writing, project and construction management, and multijurisdictional projects.

Director

Norma E. García-González

The first step in accessing these funds is the execution of the Technical Services Master Agreement between your city and RPOSD. Once the Master Agreement is executed, you will have access to the list of TAP Consultants available for your eligible project(s). The Master Agreement can be accessed at RPOSD.LACounty.gov under the Technical Assistance tab. The signed Master Agreement should be forwarded to TAP@rposd.lacounty.gov for execution by the District.

District Administrator

Christina Angeles, Esq.

Assistant

District Administrator
Marybeth T. Vergara

Attached you will find the comprehensive Technical Assistance Program Policy which provides an overview of TAP and the services it provides and the Guidelines for the July 2022 Allocations which sets forth detailed instructions and requirements for this round of TAP funding.

RPOSD staff will be contacting you in the next few weeks to answer any additional questions you might have regarding this exciting and unique TAP allocation. Please feel free to reach out to me directly with any questions via e-mail at cangeles@rposd.lacounty.gov or by phone at (626) 588-5060. We look forward to working with you.

Sincerely,

Christina Angeles

Attachment

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure
(Measure A), approved by voters on November 8, 2016

Measure A Technical Assistance Program Master Agreement

PARTIES TO AGREEMENT**RPOSD:**

Los Angeles County
Regional Park and Open Space District
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

GRANTEE:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340

RECITALS

The Grantee ("City of San Fernando") and the Los Angeles County Regional Park and Open Space District ("RPOSD") do hereby enter into this Agreement and under the terms and conditions of this Agreement. Grantee agrees to complete TAP Services as described in any future Notice(s) to Proceed ("NTP") issued by RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to Measure A.

DEFINITIONS

Indirect/Overhead Costs – Indirect/Overhead costs are costs not usually identified specifically with the grant, contract, or activity, but are necessary for the general operation of the grantee/organization.

NTP (Notice to Proceed) – The formal notification issued by RPOSD that directs the Grantee to immediately, or as of the date contained in the notice to begin work on the Project.

NTP Budget - Budget submitted by Grantee which provides the cost of the TAP Services being provided.

NTP Completion Date – The date TAP Services will be completed according to the approved timeline submitted by the Qualified Vendor.

Qualified Vendor – Parkland development consultants and service providers included on RPOSD's TAP Qualified Vendor list.

TAP Services – Technical Assistance Program services provided by a Qualified Vendor through a NTP process.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

Article 1: TAP Services

The Grantee shall provide all necessary and qualified personnel, equipment, material, and facilities to complete TAP Services as described in the NTP(s) and incorporated by reference herein.

TAP Services provided under this Agreement will be performed by Qualified Vendors through an NTP and the Grantee shall submit to RPOSD the names, description of work to be performed, contract amount, executed contract agreement and certificate of insurance of the Qualified Vendor that the Grantee contracts with.

Article 2: Term of Agreement

The term of this Agreement begins when it is fully executed ("Effective Date"). The term of the agreement shall remain in effect for five years from the effective date unless renewed, terminated or cancelled by either party as provided in Article 3: Option to Renew and Article 11: Early Termination, Suspension, and Failure to Perform, below.

Article 3: Option to Renew

Provided that Grantee is not, and at no time has been, in default during the Term under any of the terms, conditions, and provisions of this Agreement, then Grantee shall have the option to renew this Agreement, for one five (5) year option period, provided that, in order to exercise this Option to Renew (Option), Grantee is required to give to RPOSD written notice thereof not less than three (3) months prior to the date of expiration of this Agreement.

Article 4: NTP Performance Period

The NTP performance period for each NTP shall be the period of time starting on the date of NTP execution and ending on the performance period end date as defined in the NTP. NTP costs must be incurred within the NTP Performance Period to be eligible for reimbursement.

Article 5: Counterparts and Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The facsimile, email or electronic signature of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

RPOSD and Grantee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

Article 6: Compensation

Grantee will not be entitled to any payment by RPOSD under this Agreement except pursuant to a validly executed NTP. Grant funds will be disbursed in accordance with the NTP Budget defined in the NTP(s), subject to the provisions of this Agreement. Grantee will use the grant funds solely for the purposes described in this Agreement, the resultant NTP and detailed in RPOSD's approved electronic GMS application. Grantee may not combine or carryover funds remaining in one NTP to another. Grantee understands that grant funds are not a gift and agrees that RPOSD is granting funds for Grantee to complete the work outlined in the NTP.

Article 7: Overhead or Indirect Costs

Grantee's overhead or indirect costs are not reimbursable.

Article 8: Expenditure of Funds and Allocation of Funds Between Budget Items

The total grant amount of any future NTP(s) may not be increased. The Grantee shall expend funds consistent with the approved NTP Budget. Any revisions to the NTP Budget that attempts to shift funds from approved budget items into a different category, must be identified in a revised budget within RPOSD's grants management system and approved in advance by RPOSD. RPOSD may withhold payment for items which exceed the amount allocated in the NTP budget which have not received the approval required herein. Any RPOSD approved increase in the funding for any budgeted item shall result in a corresponding decrease in the funding for one or more other budgeted items.

Article 9: Project Costs and Reimbursements

RPOSD shall reimburse to the Grantee, in accordance with the approved NTP Budget, a total amount not to exceed the amount of the NTP, as follows:

RPOSD shall reimburse funds for eligible costs incurred to date, up to 90% of the grant amount, upon the Grantee's satisfactory progress under the NTP and upon submission of an electronic claim form, which shall be submitted no more frequently than monthly. RPOSD shall disburse the final 10% held in retention, upon the Grantee's satisfactory completion of the TAP Services, submission of required documentation and upon RPOSD's acceptance of the project. Project costs must be incurred within the NTP Performance Period to be eligible for reimbursement.

The Grantee shall request reimbursements by submitting a claim to RPOSD through the GMS and complete all forms and requirements of the claim process. RPOSD will only reimburse for actual costs incurred. The form shall also indicate cumulative expenditures to date and expenditures during the reporting period.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

An authorized representative of the Grantee shall sign the claim. Each claim form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the Grantee seeks reimbursement for;
2. Invoices from Qualified Vendor(s) that the Grantee engaged to complete any portion of the work funded under this Agreement and any invoices and any other source documents for costs incurred and expenditures by any such Qualified Vendor(s), unless RPOSD makes a specific exemption in writing; and
3. A supporting progress report summarizing the current status of the work and comparing it to the status required by the NTP (budget, timeline, tasks, etc.), including written substantiation of completion of the portion of the project for which the Grantee is requesting reimbursement, as requested by RPOSD.

RPOSD, in its sole discretion, may deny reimbursement requests that do not comply with the any requirements, including failure to submit a signed payment request or attaching supporting documents.

Article 10: Advancing of Funds

The Grantee may request an advance of grant funds for an amount equaling up to 20% of the grant amount. Grantees must setup a separate fund or account for RPOSD funds approved for advance payment. RPOSD funds must be deposited into an interest-bearing account insured by the FDIC. All interest earned belongs to RPOSD and must be returned to RPOSD prior to final payment. Please refer to the Grant Administration Manual for eligibility and qualification requirements to receive advances.

Grantee shall submit proof of expenditures using advanced funds. The grantee must use or return all advanced funds before requesting for reimbursement of additional expenses from the grant award. Only one request for advance funds, at the initiation of the grant, will be allowed per grant. In addition, Grantee shall return advanced funds paid to Grantee that RPOSD, in its sole discretion, deems ineligible.

Article 11: NTP Completion

The Grantee shall complete the TAP Services by the NTP Completion date provided in the GMS. Upon completion of the NTP the Grantee shall provide RPOSD with evidence of completion by submitting:

1. All Deliverables specified in the NTP, each in a format(s) approved by RPOSD (for example, paper, digital, photographic);

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

2. Electronic submission of final payment request; and

3. Letter of Completion.

Article 12: Early Termination, Suspension, and Failure to Perform

If there are no pending incomplete NTP Projects, either party may terminate this Agreement for any reason by providing the other party with a minimum of thirty (30) days written notice.

If there are pending incomplete NTP Projects, RPOSD may terminate or suspend this Agreement for any reason by providing the Grantee with written notice. Upon receipt of such notice, Grantee shall immediately cause all work under the Agreement to stop and take all reasonable measures to prevent incurring further costs. RPOSD may reimburse eligible, reasonable and non-cancelable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of grant funding authorized in this Agreement and only if Grantee is in compliance with all terms and conditions of this Agreement and any outstanding NTPs. Any notice suspending NTP's under this Agreement shall remain in effect until written notice from RPOSD authorizes the NTP to resume.

If there are pending incomplete NTP Projects, Grantee may terminate this Agreement for any reason by providing RPOSD with a thirty (30) day notice in writing and repayment to RPOSD of all amounts disbursed by RPOSD for any pending and incomplete NTP(s) issued under this Agreement.

On or before the date of termination of the Agreement under this section, whether terminated by the Grantee or RPOSD, the Grantee shall provide RPOSD with all work, material, data, information, and written, graphic or other work produced, developed or acquired that was to be delivered under this Agreement (whether completed or partial), in appropriate, readily useable form.

Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement under this section.

RPOSD is not responsible for any obligations of Grantee that may be impacted by termination of this Agreement, including contracts with Qualified Vendors.

Article 13: Severability

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the Agreement and shall not cause the remainder to be invalid or unenforceable.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

Article 14: Copyright and Work Products

Grantee may copyright protect original works developed under this Agreement. All such copyrighted works will be in the name of the Grantee. Grantee grants to RPOSD an irrevocable and royalty-free right and license to use, reproduce, prepare derivative works, distribute copies, and perform and display publicly any copyrighted material developed and/or delivered under this Grant.

Article 15: Liability Insurance

Prior to starting any Work, Grantee shall (a) secure and continuously carry insurance meeting the requirements set forth and acknowledged in RPOSD's electronic GMS application for this grant, and (b) provide RPOSD with evidence of such insurance. Grantee agrees to promptly provide evidence of insurance required under this Section at any time during the term of the Agreement upon request by RPOSD or a third party engaged by RPOSD to manage and administer the insurance requirements under this Section. Grantee shall also require its sub- contractors to adhere to these insurance requirements.

Article 16: Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold harmless RPOSD, its officers, employees, and agents from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of Projects or any other operation, maintenance or activity by the Grantee. Grantee agrees to defend and indemnify RPOSD, its officers, employees, and agents from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of Projects or any other operation, maintenance or activity by the Grantee.

RPOSD shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.

Grantee and RPOSD agree that the liability of RPOSD hereunder shall be limited to the payment of the funds pursuant to the terms and conditions of this Agreement. Any contracts entered into, or other obligations or liabilities incurred by, the Grantee in connection with any Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

The obligations in this "Indemnification and Hold Harmless" section shall survive termination of this agreement.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

Article 17: Amendments

As provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of the Agreement will be effective unless provided in writing signed by all parties. It is the responsibility of the Grantee to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding to RPOSD. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

Article 18: Compliance with Laws

Grantee shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances. This Agreement is governed by the laws of the State of California, and the parties agree that the enforcement of the Agreement, and the resolution of any disputes arising out of or related to the subject matter of the Agreement, shall be resolved by arbitration conducted by a private arbitration service under the laws of the State of California.

Article 19: Notices

All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given: (i) if entered and/or uploaded to RPOSD's electronic GMS system; (ii) if delivered by courier, on receipt by the intended recipient or on the date of delivery (as confirmed by, if delivered by courier, the records of such courier); (iii) if mailed, on the date of delivery as shown by the return receipt; (iv) if by email, on the date officially recorded as delivered, according to return receipt or other record of delivery. Notices shall be addressed to the RPOSD Grants Officer assigned to this grant in the grants management system.

Article 20: Audits, Accounting, Records

Grantee agrees to maintain satisfactory financial accounts, documents and records for each NTP issued under this Agreement and to make them available to RPOSD for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for a minimum of five (5) years following each NTP termination or completion.

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

Grantee agrees to use an accounting system that complies with generally accepted accounting principles.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

At any time during the term of this Agreement or at any time within five years after the expiration or prior termination of this Agreement, authorized representatives of RPOSD may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to RPOSD for reimbursement under the terms of this Agreement.

Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to RPOSD and provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.

If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure or the Measure A Grants Administration Manual, Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Article 21: Computer Software

The Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, RPOSD funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Article 22: Nondiscrimination

During the performance of this Agreement, the Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence.

Article 23: Independent Capacity

The Grantee, and the agents and employees of the Grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of RPOSD.

Article 24: Assignment

Grantee shall not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of RPOSD, in its discretion.

Article 25: Good Standing

Good Standing is when an agency or organization is in compliance with all requirements stated in the guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees to receive any grant funds and processing of claims from RPOSD.

Revised: 7/7/2022 HOA.103558285.1

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

Article 26: Timeliness

Time is of the essence in this agreement.

Article 27: Authorization Warranty

Grantee represents and warrants that the person executing this Agreement for Grantee is an authorized agent who has actual authority to bind Grantee to each and every term, and condition, and obligation of this Agreement and that all requirements of the Grantee have been fulfilled to provide such actual authority.

Article 28: Conflict of Interest

No RPOSD employee whose position with RPOSD enables such employee to influence the award of this Agreement or any subsequent NTP, and no spouse or economic dependent of such employee, shall be employed in any capacity by Grantee or have any other direct or indirect financial interest in this Agreement. No officer or employee of Grantee who may financially benefit from the performance of work hereunder shall in any way participate in RPOSD's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence RPOSD's approval or ongoing evaluation of such work.

Grantee shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Grantee warrants that it is not now aware of any facts that create a conflict of interest. If Grantee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RPOSD. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Article 27 shall be a material breach of this Agreement.

Article 29: Validity

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.

Article 30: Waiver

No waiver by RPOSD of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Revised: 7/7/2022 HOA.103558285.1

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

IN WITNESS WHEREOF, Grantee and RPOSD have caused this Agreement to be executed by their
duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By:  Nick Kimball
1041FC9C27C7499
Signature of Authorized Representative

Name: Nick Kimball

Title: City Manager

Date: 08/19/2022 | 2:13 PM PDT

LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT:

By:  Chitra Ojha
Director / Administrator

Date: Aug 22, 2022

Agreement No. TSF

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

Date

Grantee Information

Dear

NOTICE TO PROCEED

REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD) AGREEMENT NO. (ENTER NUMBER)
(ENTER NAME OF TAP SERVICES)

Your application for Technical Assistance Program funds for the above TAP Services has been approved subject to the terms and conditions of Agreement No. (Enter Number) dated (Enter Date). This Notice to Proceed (NTP) covers the work listed in the attached Bid from Consultant dated (Enter Date).

TAP services shall be completed by (Enter Date here) for a not-to-exceed fee of (Enter Amount), including related reimbursable expenses as specified. Any work exceeding these fees will require prior written authorization from RPOSD.

Please ensure that Agreement No. (Enter Number) appears on your invoices when billing RPOSD. If you have any questions regarding this NTP, please contact (Enter Contact) at (626) 588-XXXX or (Enter Email Address). Please coordinate with (Enter coordinate name) at (Enter Email Address) to initiate work on this NTP.

Sincerely,

Name of RPOSD Rep Rep's Title

RESOLUTION NO. 8175

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023
ADOPTED ON JUNE 21, 2022 TO APPROPRIATE AMERICAN RESCUE PLAN
ACT FUNDING**

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

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

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

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

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

AMERICAN RESCUE PLAN ACT FUNDS

Description – Account No.	Amount
City Mobile App – Virtual San Fernando Account No. 121-105-3689-4270	\$200,000
Downtown Master Plan Account No. 121-151-3689-4270	\$250,000
WiFi at Las Palmas & Recreation Park w/ Computer Rooms Account No. 121-135-3689-4260	\$300,000
Sidewalk Repairs Account No. 121-311-3689-4600	\$500,000
First Time Home Buyer & Rehab Loan Program Revolving Fund Account No. 121-155-3689-4440	\$500,000
City Hall Beautification Account No. 121-390-3689-4260	\$100,000
Solar Power at City Facilities Account No. 121-390-3689-4260	\$300,000
Water System Capital Improvements Account No. 121-385-3689-4600	\$2,000,000
Feasibility Study – New City Park space Account No. 121-420-3689-4270	\$50,000

RES. NO. 8175

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 6th day of September, 2022.

DocuSigned by:

Mary Mendoza

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

ATTEST:

DocuSigned by:

Julia Fritz

E4162E636E934B3...

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. 8175 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 6th day of September, 2022, by the following vote of the City Council:


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

NAYS: None

ABSENT: None

ABSTAINED: None

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

DocuSigned by:

E4102E030E93483...
Julia Fritz, City Clerk

RESOLUTION NO. 8125**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE FILING OF AN APPLICATION FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS**

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the City of San Fernando to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that the City San Fernando must comply with; and

WHEREAS, the City of San Fernando will enter into Agreement with the District to provide funds for acquisition projects, development projects, and/or programs.

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

SECTION 1. Approves the blanket authority to file applications with the Los Angeles County Regional Park and Open Space District for Measure A Funds for projects or programs; and

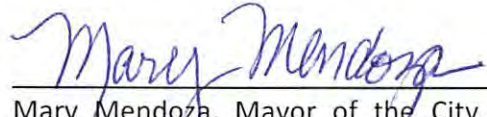
SECTION 2. Certifies that the City of San Fernando understands the assurances and will comply with the assurances in the application form; and

SECTION 3. Appoints the City Manager, or designee (Director of Recreation and Community Services), to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

RES. NO. 8125

SECTION 4. 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 7th day of March, 2022.



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

ATTEST:



Julia Fritz, City Clerk

RES. NO. 8125

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. 8125 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 7th day of March, 2022, by the following vote of the City Council:

AYES: Rodriguez, Montañez, Ballin, Mendoza – 4

NAYS:

ABSENT: Pacheco – 1

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 9th day of March, 2022.



Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Vice Mayor Mary Mendoza

Date: March 6, 2023

Subject: Consideration to Appoint a Parks, Wellness, and Recreation Commissioner

RECOMMENDATION:

I recommend that Patty Lopez be appointed as my representative to the Parks, Wellness, and Recreation Commission (Attachment "A").

BACKGROUND/ANALYSIS:

1. Pursuant to Section 54-57 of the City's Code, each Councilmember may appoint one Commissioner to each Commission (i.e., Planning and Preservation Commission; Parks, Wellness, and Recreation Commission; Transportation and Public Safety Commission; and Education Commission), with such appointment to be ratified by the full City Council. For appointment consideration, interested residents must submit an application to the nominating City Councilmember, at which time the proposed appointment considered by the City Council to approve and ratify.
2. On February 8, 2023, an unscheduled vacancy occurred as Commissioner Jason Hayes resigned from the Parks, Wellness, and Recreation Commission ("Commission"). Commissioner Hayes was appointed to the Commission in October 2019.
3. On March 1, 2023, Patty Lopez submitted an application (Attachment "B") seeking consideration as my representative to be appointed to the Parks, Wellness, and Recreation Commission to fill the unscheduled vacancy.

BUDGET IMPACT:

The City pays each Commissioner \$75 for attendance at up to one (1) meeting per month. A total of \$900 per Commissioner is appropriated in each responsible Department's budget. Sufficient funds are included in the Fiscal Year 2022-2023 adopted Budget.

Consideration to Appoint a Parks, Wellness, and Recreation Commissioner

Page 2 of 2

CONCLUSION:

I recommend Patty Lopez be appointed as my representative Commissioner to serve on the Parks, Wellness, and Recreation Commission to fill the unscheduled vacancy due to the resignation of Commissioner Jason Hayes in February 2023.

ATTACHMENTS:

- A. Request to Agendize an Item for City Council Discussion/Consideration
- B. Commissioner Application



REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME

MARY Mendoza

TITLE

Vice Mayor

ITEM INFORMATION

SUBJECT Title of the item you are requesting to be agendized.

Consideration to appoint a Commissioner to the
Parks, Wellness and Recreation Commission.

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.

Recommend that Patty Lopez be
appointed as my representative to the
Parks, Wellness and Recreation Commission.

ATTACHMENTS Do you have any attachments to include?



Yes



No

RECOMMENDATION Indicate the direction you are recommending.

Approve appointment.

RECEIVED



APPLICATION TO SERVE ON A CITY COMMISSION

2023 MAR 10:34
CITY OF SAN FERNANDO
CITY CLERK

Recommended by
City Councilmember:

Vice Mayor Mendoza

This is a public document.

To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.

Name: Patty Lopez Phone Number: _____

Residence Address: _____ San Fernando, CA 91340
Street City State Zip Code

Mailing Address: (if different than above) _____
Street / P.O.Box City State Zip Code

Email: _____
business or personal to be used for commission activity

Employer: CCRC Position: Provider

Business Address: 20000 , Pralrie Chatsworth CA 91311
Street City State Zip Code

Business Phone: 818 717-10000

Are you a registered voter of the City of San Fernando? Yes ☒ No _____

Do you own property in the City? Yes ☒ No _____ If yes, please list the address(es) :

San Fernando, CA 91340

Do you own or operate a business in San Fernando? Yes ☒ No _____

If yes, please state the name and nature of the business:

Non Profits Myjenes Alfa Internationala org.

Member Commitment

I am willing to fulfill all requirements of a City Commissioner, including but not limited to:

- I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and if designated under the City's Conflict of Interest Code.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

Please also attach and submit a brief bio statement to this application.

I agree to all requirements mentioned above and have provided all correct and truthful information in this application.

Patty Lopez
Applicant's Signature

March 1, 2023
Date

Commission Application Choice(s)

Please indicate which Commission you are interested in:

_____ **Education Commission** (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Education Commission?

~~_____~~ **Parks, Wellness, and Recreation Commission** (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?

To discuss agenda items presented by the parks and Recreation Director and as a commissioner I will also have
vote in the best interest of the City. As a commissioner I will also have the opportunity to add agenda items
which I feel would serve our community.

_____ **Planning and Preservation Commission** (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Planning and Preservation Commission?

_____ **Transportation and Safety Commission** (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Transportation and Safety Commission?

Please attach and submit a brief bio statement to this application.

Patty Lopez Biography

As a long-time resident of San Fernando, throughout the 35 years of residency, she has actively supported her community in various ways.

In 2014, she was elected to represent the cities northeast of the San Fernando Valley, which included Agua Dulce, Arleta, Canyon Country, Lake View Terrace, Mission Hills, Newhall, North Hollywood, Northeast Granada Hills, Pacoima, San Fernando, Santa Clarita, Shadow Hills, Sun Valley, Sylmar and Sunland-Tujunga.

During her time in office, she passed 14 bills in favor of the most vulnerable in the state. In addition to legislation, she hosted dozens of free informational workshops to inform her district regarding housing, education, small industry, immigration and other key topics.

Although she was no longer in office in 2020, she continued to serve her community. At the height of the pandemic, many of those in the community faced food insecurity. With help and generosity, she worked with over 50 volunteers, businesses, and the City of San Fernando to organize and distribute food to more than 5,000 families at the local swat meet.

Currently, she is focused on her newest project, Mujeres Alfa International, An organization whose members are comprised of women from different countries with a focus to support women to achieve their highest potential in areas such as education, business, health, art and humanitarian services. In 2023, the organization published its first online magazine, it's motive is to reach those in the community and inform residents of resources and support available.

In addition to the roles mentioned above. Other involved positions are listed:

- CA State Assemblymember Committee of Water, Parks, and Wildlife
- Former Assemblywoman
- Founder & CEO of Mujeres Alfa International Organization
- President of Outreach NHENC
- Columnist of La Prensa de Los Angeles newspaper
- Editor of Mujeres Alfa International Magazine
- Member of World Peace LGBTQ Pasadena

She is strongly committed to humanitarian causes and protecting the rights of women, children, seniors and veterans. Her history has shown her commitment and her dedication towards this continues to be her present aim. It is her hope that she can provide an example that one person can truly make a difference.

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AGENDA REPORT

To: Vice Mayor Mary Mendoza and Councilmembers

From: Mayor Celeste T. Rodriguez

Date: March 6, 2023

Subject: Consideration and Discussion to Nominate Transportation and Public Safety Commission Chair Rudy Trujillo to Serve on the Metro San Fernando Valley Service Council for a Three-Year Term Beginning July 1, 2023

RECOMMENDATION:

I recommend that Transportation and Public Safety Commission Chair Rudy Trujillo be nominated to serve on the Metro San Fernando Valley Service Council for a three-year term beginning July 1, 2023 (Attachment "A").

BACKGROUND:

1. Since July 2017, Former Councilmember Robert Gonzales has served as an appointee on Metro's San Fernando Valley Service Council on behalf of the Cities of Burbank, Glendale, and San Fernando. The current term on the Service Council will end on June 30, 2023.
2. On February 1, 2023, the Los Angeles County Metropolitan Transportation Authority requested the Cities of Burbank, Glendale, and San Fernando submit a letter nominating a candidate to fill the seat for the July 1, 2023 – June 30, 2026 term.

ANALYSIS:

Metro's Service Councils make decisions about bus routes and schedules for Metro bus lines operating in their region. As such, Service Council Bylaws require that nominees live, work, or represent the region; the seat is not required to be filled by an elected official. All Council representatives should have a basic understanding of the public transit network/service and of passenger transit needs within their region, and ride public transit at least on a monthly basis. In alignment with Metro's Equity Platform, Metro strives to appoint Service Council members reflective of the rider demographics of their respective regions.

Consideration and Discussion to Nominate Transportation and Public Safety Commission Chair Rudy Trujillo to Serve on the Metro San Fernando Valley Service Council for a Three-Year Term Beginning July 1, 2023

Page 2 of 2

BUDGET IMPACT:

There is no budget impact associated with nominating Transportation and Public Safety Commission Chair Rudy Trujillo to serve on the Metro San Fernando Valley Service Council.

CONCLUSION:

I recommend that Transportation and Public Safety Commission Chair Rudy Trujillo be nominated as a candidate to serve on the Metro San Fernando Valley Service Council for a three-year term beginning July 1, 2023.

ATTACHMENTS:

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

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME

Celeste Rodriguez

TITLE

Mayor

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Consideration to Nominate Transportation and Public Safety Commission Chair Rudy Trujillo to the Metro Service Council for a three year term beginning July 1, 2023.

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 \$N/A

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

Please see information about the position from Metro below.

Metro's Service Councils make decisions about bus routes and schedules for Metro bus lines operating in their region. As such, Service Council Bylaws require that nominees live, work, or represent the region; the seat is not required to be filled by an elected official. All Council representatives should have a basic understanding of the public transit network/service and of passenger transit needs within their region, and ride public transit at least on a monthly basis. In alignment with Metro's Equity Platform, Metro strives to appoint Service Council members reflective of the rider demographics of their respective regions.

ATTACHMENTS *Do you have any attachments to include?*

☒ Yes ☐ No

RECOMMENDATION *Indicate the direction you are recommending.*

Nominate Public Safety Commission Chair Rudy Trujillo to the Metro Service Council for a three year term beginning July 1, 2023.