



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

CITY OF SAN FERNANDO
CITY COUNCIL
REGULAR MEETING AGENDA SUMMARY
MONDAY, APRIL 17, 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.

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CLOSED SESSION REPORT

CALL TO ORDER

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 OF A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF APRIL AS LIBRARY MONTH
- B. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING APRIL 22, 2023 AS EARTH DAY
- C. PRESENTATION OF A CERTIFICATE OF PROCLAMATION COMMEMORATING THE VICTIMS OF THE ARMENIAN GENOCIDE AND DECLARING APRIL 24, 2023 AS ARMENIAN GENOCIDE REMEMBRANCE DAY
- D. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING APRIL 28, 2023 AS ARBOR DAY
- E. INTRODUCTION OF NEW CITY EMPLOYEES

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

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same rules of order and decorum applicable to the City Council (SF Procedural Manual). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

PUBLIC STATEMENTS

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

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. April 4, 2022 – Regular Meeting | c. April 3, 2023 – Special Meeting |
| b. March 20, 2023 – Regular Meeting | d. April 3, 2023 – Regular Meeting |

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 23-042 approving the Warrant Register.

3) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE RECORDS IN ACCORDANCE WITH THE CITY'S RECORDS RETENTION SCHEDULE FOR THE MAINTENANCE AND DISPOSITION OF RECORDS

Recommend that the City Council adopt Resolution No. 8226:

- a. Authorizing the City Clerk and City Attorney to complete a Destruction List Approval authorizing the destruction of certain records and documents described in the detailed list pursuant to the State of California, Government Code Section 34090 and the City's approved Records Retention Schedule for the Maintenance and Disposition of Records;

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- b. Authorizing the City Clerk to certify the Certificate of Destruction; and
- c. Authorizing the City Clerk to take all related actions to dispose of such records.

4) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH NORTH VALLEY CARING SERVICES TO PROVIDE STREET OUTREACH FOR INDIVIDUALS EXPERIENCING HOMELESSNESS

Recommend that the City Council:

- a. Determine that the proposed service is urgent and necessary to avoid danger to life, health, or property;
- b. Determine that it is in the City's best interest to dispense of competitive solicitation requirements pursuant to Chapter 2, Article VI, Division 6, Subdivision II, Section 2-804 of the San Fernando Municipal Code and award a contract based on the current urgency;
- c. Approve a Professional Services Agreement (Contract No. 2148) with North Valley Caring Services, in an amount not-to-exceed \$175,000, to provide street outreach for individuals experiencing homelessness for a term of one year, with an optional one-year extension;
- d. Approve reallocation of \$300,000 in American Rescue Plan Act funds from the "Solar on City Facilities" project to fund the proposed outreach services contract and related homelessness services; and
- e. Authorize the City Manager and the City Attorney to make non-substantial edits and execute all related documents.

5) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION AND ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2022-2023 SALARY PLAN

Recommend that the City Council:

- a. Approve a Memorandum of Understanding (Contract No. 2145) between the City of San Fernando and the San Fernando Public Employees' Association for a five-year term (July 1, 2022 through June 30, 2027);
- b. Adopt Resolution No. 8227 amending the Fiscal Year 2022-2023 Salary Plan to include certain provisions in the approved MOU between the City of San Fernando and SFPEA; and

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- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

6) CONSIDERATION TO ACCEPT AB 481 APPROVAL OF THE MILITARY EQUIPMENT USE POLICY (GOVERNMENT CODE 7071) ANNUAL REPORT

Recommend that the City Council accept the AB 481 Approval of the Military Equipment use Policy Annual Report.

ADMINISTRATIVE REPORTS

7) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH DUDEK TO PREPARE THE DOWNTOWN MASTER PLAN

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 2147) with Dudek in an amount not-to-exceed \$274,957 for preparation of the Downtown Master Plan; and
- b. Authorize the City Manager to make non-substantive changes and execute the Agreement and all related documents.

8) CONSIDERATION TO APPOINT A PLANNING AND PRESERVATION COMMISSIONER

This item was agendized by Vice Mayor Mary Mendoza.

9) CONSIDERATION AND DISCUSSION REGARDING CITY COMMISSIONERS AND RELATED MATTERS

This item was agendized by Councilmember Joel Fajardo.

10) CONSIDERATION AND DISCUSSION REGARDING THE DIVERSITY, EQUITY AND INCLUSION AD HOC COMMITTEE

This item was agendized by Mayor Celeste T. Rodriguez.

11) CONSIDERATION AND DISCUSSION REGARDING ESTABLISHING A FOOD SECURITY AD HOC COMMITTEE

This item was agendized by Mayor Celeste T. Rodriguez and Councilmember Mary Solorio.

12) UPDATE ON THE FEASIBILITY OF PROVIDING TRANSLATION SERVICES FOR CITY COUNCIL AND ALL COMMISSION MEETINGS

This item was agendized by Councilmember Mary Solorio.

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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: April 14, 2023 (3:30 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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**CITY OF SAN FERNANDO
CITY COUNCIL/SUCCESSOR AGENCY
TO THE SAN FERNANDO REDEVELOPMENT AGENCY
MINUTES**

**APRIL 4, 2022 – 6:00 P.M.
REGULAR 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 **6:03 p.m.**

Present:

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

Absent: Cindy Montañez (Teleconference – left at 6:36 p.m.)

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

Mayor Mendoza stated a Presentation of a Proclamation Declaring April as Donate Life California Month would be added under Presentations. Motion by Councilmember Ballin seconded by Councilmember Rodriguez to approve the agenda, as amended. The motion carried, unanimously.

PRESENTATIONS

- A. EDUCATION COMMISSION CERTIFICATE OF RECOGNITION FOR THE TEACHER SPOTLIGHT AWARD
Stephanie L. Levinson (San Fernando Elementary)
Education Commissioner Nicole Mohr

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- B. PRESENTATION OF A CERTIFICATE OF RECOGNITION TO JAVIER VERDIN FOR HIS SERVICE TO THE COMMUNITY
- C. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF APRIL AS AUTISM AWARENESS MONTH
- D. PRESENTATION OF A CERTIFICATE OF PROCLAMATION COMMEMORATING THE VICTIMS OF THE ARMENIAN GENOCIDE AND DECLARING APRIL 24, 2022 AS ARMENIAN GENOCIDE REMEMBRANCE DAY
- E. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF APRIL AS SEXUAL ASSAULT AWARENESS MONTH AND THE DAY OF APRIL 27, 2022 AS DENIM DAY
- F. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF APRIL AS DONATE LIFE MONTH

It was noted that Councilmember Montañez left the meeting at 6:36 p.m.

Councilmember Ballin spoke about the atrocities happening to the people of Ukraine, expressed support for the Ukrainians and recommended that the City send a letter with a resolution proclaiming the City's support for the people of Ukraine to be mailed to local, state and federal agencies, including the President of the United States.

Councilmember Ballin suggested that the city invite an organization specializing in donor awareness to provide an educational and informational presentation.

PUBLIC STATEMENTS

Kevin Al Perez expressed concerns about increased use of electronic cigarettes.

Maria Ortega mentioned being mistreated by various organizations in the city.

Patty Lopez thanked the Mayor for her contributions to the community and presented the Mayor with a Certificate of Recognition from the 18th State Senate District of California for her support in "Woman Who Inspire 2022" at the Second International Alpha Women's Conference.

Oscar Mora mentioned he volunteers for the Mission City Baseball League and suggested local businesses have an opportunity to purchase and hang (fee based) advertisement banner signs on baseball field fences, and use the fees collected to reinvest fees towards replacing baseball league equipment.

Lilia Monterrosa, Field Representative for Congressman Cárdenas office reported on legislative activities including federal funding opportunities towards mental illness support and crisis response team and noted dialing 988 is the mental health crises hotline.

Written comments submitted and read:

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Liana Stepanyan, Library Manager San Fernando Library Manager gave updates on activities and programs being offered.

Nicole Kristal expressed opposition of flavored tobacco products.

Erin Arendse, Ryan Oda, K Hodge – Equality California Institute Los Angeles County Tobacco Control Program Team expressed opposition towards the marketing of, advertising and use of flavored tobacco use.

Eddie Martinez, Mariella Reataza - OUT Against Big Tobacco Los Angeles expressed opposition of flavored tobacco products.

CONSENT CALENDAR

Motion by Councilmember Ballin, seconded by Councilmember Rodriguez to approve:

- 1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 2) CONSIDERATION TO ADOPT A RESOLUTION RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD OF APRIL 14, 2022 TO MAY 13, 2022, OF THE CITY OF SAN FERNANDO'S LEGISLATIVE BODIES IN COMPLIANCE WITH GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS OF ASSEMBLY BILL 361
- 3) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE RECORDS IN ACCORDANCE WITH THE CITY'S RECORDS RETENTION SCHEDULE FOR THE MAINTENANCE AND DISPOSITION OF RECORDS
- 4) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT TO THE HABITAT CONSERVATION FUND AND ACCEPT SUCH FUNDS SHOULD THE GRANT BE AWARDED
- 5) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT FOR THE PICO STREET IMPROVEMENT PROJECT

Motion carried, with Councilmember Montañez absent.

PUBLIC HEARING

- 6) A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION ESTABLISHING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2022-2023 INCLUDING A RECREATION SCHOLARSHIP PROGRAM

Mayor Mendoza opened the public hearing. Motion by Councilmember Ballin, seconded by Councilmember Rodriguez to open the public hearing. The motion carried.

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City Manager Kimball presented the staff report and Michael Neal of Michael Baker International, Program Administration Services consultant presented additional information and also responded to Councilmember inquiries.

Mayor Mendoza called for public testimony, there being none submitted, Mayor Mendoza closed the public hearing. Motion by Councilmember Ballin, seconded by Councilmember Rodriguez to close the public hearing. Motion carried with Councilmember Montañez absent.

Motion by Vice Mayor Pacheco, seconded by Councilmember Rodriguez to adopt Resolution No. 8137 approving the allocation of Community Development Block Grant Funds for Fiscal Year 2021-2022 including a Recreation Scholarship Program; and authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Authority for approval. Motion carried with Councilmember Montañez absent.

ADMINISTRATIVE REPORTS

7) UPDATE AND DISCUSSION FROM THE COVID RELIEF PROGRAM AD HOC COMMITTEE RELATED TO AMERICAN RESCUE PLAN ACT FUNDING

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

Members of the City Council discussed allocation of funds, suggested funding priority towards certain quality of life programs. City Council received and filed an update from the COVID Relief Program Ad Hoc Committee.

8) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT FOR THE UPPER RESERVOIR REPLACEMENT PROJECT, JOB NO. 7613

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

Motion by Councilmember Ballin, seconded by Councilmember Rodriguez to approve Budget Resolution No. 8135 to amend Fiscal Year 2021-2022 Capital Improvement Budget by \$1,852,091 from the Water Enterprise Reserve Balance for the Upper Reservoir Replacement Project Budget; accept the lowest responsive bid in the amount of \$5,890,000 from Pacific Hydrotech Corporation, for construction of these improvements; approve a construction contract with Pacific Hydrotech Corporation, for an amount of \$5,890,000 (Contract No. 2063); and authorize the City Manager to execute change orders for an amount not-to-exceed 10% of the contract amount, or \$589,000, to cover costs of unforeseen conditions, and execute all related documents. Motion carried with Councilmember Montañez absent.

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- 9) RECEIVE AND FILE AN UPDATE OF COMPLIANCE WITH STATE HOUSING ELEMENT LAW AND EFFORTS IN OBJECTING TO THE REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) ALLOCATION

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

Councilmembers suggested inviting local and state legislators to present information regarding their stand on the RHNA allocations and continue to track and support an amicus brief to present to Council at a future meeting.

Councilmembers received and filed an update report regarding the Housing Element law and efforts in objecting to the Regional Housing Needs Assessment (RHNA) Allocation.

- 10) DISCUSSION AND CONSIDERATION TO ADOPT ORDINANCE NO. 1709 AMENDING DIVISION 2 OF ARTICLE II OF CHAPTER 90 OF THE SAN FERNANDO MUNICIPAL CODE AND SECTION 90-72 OF THE SAN FERNANDO MUNICIPAL CODE TO EXPAND THE DUTIES OF THE TRANSPORTATION AND SAFETY COMMISSION TO INCLUDE PUBLIC SAFETY.

Police Chief Valdez presented the staff report.

Motion by Councilmember Ballin, seconded by Vice Mayor Pacheco to introduce for first reading, in title only, and waive further reading to adopt Ordinance No. 1709 “An Ordinance of the City Council of the City of San Fernando, California, amending Division 2 of Article II of Chapter 90 of the San Fernando Municipal Code renaming the Transportation and Safety Commission the Transportation and Public Safety Commission and amending section 90-72 of the San Fernando Municipal Code to expand the duties of the commission to include public safety.” Motion carried with Councilmember Montañez absent.

It was noted that Agenda Item No. 11 was considered before Agenda Item No. 12.

- 11) DISCUSSION AND CONSIDERATION REGARDING COMMISSIONER VACANCIES FOR THE PARKS, WELLNESS AND RECREATION COMMISSION

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

By consensus, City Council directed staff to create an Ad Hoc Committee with Mayor Mendoza and Councilmember Ballin to review City Council Procedural Manual and draft guidelines for commissioner vacancies, as well as general rules and responsibilities of each Commission.

- 12) CONSIDERATION TO APPOINT A PARKS, WELLNESS AND RECREATION COMMISSIONER

Councilmember Rodriguez presented the staff report and City Clerk Fritz read a statement submitted by Robert Gonzales.

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Motion by Councilmember Rodriguez, seconded by Councilmember Ballin to approve the appointment of Robert Gonzales as her representative to serve as a Commissioner on the Parks, Wellness and Recreation Commission. Motion carried with Councilmember Montañez absent.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz had no updates.

Police Chief Valdez announced recruitment for a Community Engagement Detective to address quality of life issues.

Director of Community Development Kith announced the next Planning and Preservation Commission will be held next Monday to discuss SB 9 regulation; and promoted new businesses Lola's Kitchen and Bodevi Wine and Espresso Bar.

Director of Recreation and Community Services Venegas announced the next Parks, Wellness, and Recreation Commission meeting will be held on April 12, 2022, to vote on a mural application; and reported on events for the community including: Spring Jamboree and Veteran Recognition Banner Program.

Director of Public Works Baumgardner provided an update on the 300 fruit tree giveaway to the community and informed the community about the Infiltration Project.

Interim/Acting Director of Finance Garcia announced staff is diligently working on the FY 2022-2023 proposed budget.

City Manager Kimball spoke about the look ahead report information provided to City Council; and announced The San Fernando Sun will be putting together a special Climate Change issue and the City will take the opportunity to highlight events that have occurred over the last couple of years.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Rodriguez thanked Council for feedback regarding Covid Ad Hoc and CDBG funds; and highlighted two CDBG resources including: the food bank and Countywide Guaranteed Income.

Councilmember Ballin spoke about learning loss and possible programs with the Recreation and Community Services Department.

Vice Mayor Pacheco recognized Supreme Court nominee Ketanji Brown Jackson.

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It was noted that Vice Mayor Pacheco left the meeting at 9:35 p.m.

Mayor Mendoza thanked staff for all their hard work and noted she attended a tour of the Pueblo y Salud facility.

Councilmember Ballin asked Police Chief Valdez to announce the “Chat with the Chief” event being held on Wednesday at 10:00 a.m. at Starbucks.

ADJOURNMENT (9:38 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 April 4, 2022, regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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

**MARCH 20, 2023 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Celeste Rodriguez called the meeting to order at 6:03 p.m.

Present: Council: Mayor Celeste Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Cindy Montañez, Joel Fajardo, and Mary Solorio

Staff: City Manager Nick Kimball, Assistant City Attorney Norma Tabares, Police Chief Fabian Valdez, Director of Finance Erica Melton, Director of Community Development Kanika Kith, Director of Public Works Matthew Baumgardner, Director of Recreation and Community Services Julian Venegas and City Clerk Julia Fritz

Absent: None

TELECONFERENCING REQUESTS/DISCLOSURE

No requests to be considered.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PRESENTATIONS

Mayor Rodriguez re-ordered the presentations as follows:

- B. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR MARCH STUDENTS OF THE MONTH
- Alison Cueva (PUC Nueva Esperanza Charter Academy)
 - Ashley Sanchez (Social Justice Humanitas Academy)

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- C. PRESENTATION OF CERTIFICATES OF APPRECIATION TO THE FOUNDERS OF THE OUTDOOR MARKET AND SAN FERNANDO MALL ASSOCIATION FOR ESTABLISHING THE OUTDOOR MARKET
 - D. PRESENTATION OF CERTIFICATES OF RECOGNITION HONORING AND CELEBRATING CONTRIBUTIONS OF WOMEN IN THE CITY OF SAN FERNANDO
 - A. INTRODUCTION OF NEW CITY OF SAN FERNANDO EMPLOYEES

The City Council recessed the meeting at 6:59 p.m. and reconvened at 7:05 p.m. with all Councilmembers present.

PUBLIC STATEMENTS

Julissa Hernandez, Field Representative from the Office of Assemblymen Luz Rivas, provided updates on community events.

Ira Hart submitted a public comment and expressed his support of the San Fernando Outdoor Market.

Hector A. Pacheco provided suggestions towards upgrades to the City's bus shelters, stated he is in support of a roller rink at Las Palmas Park, commended the City Council on the San Fernando Recreation Park Infiltration water re-capture project and thanked the City for their work.

The following submitted public comments in support of flying a Christian flag at City Hall:

Jose Salas
Benny Bernal
Maryann M.
Gwendolyn Posey
Caroline Rodriguez
Tina Rodriguez
Angie Ferra-Perez
Salvador Castellanos
Julie Cuellar
Yolanda Haro
CG (only initials provided)

Angel Zobel-Rodriguez reported on updates related to the employees of the Los Angeles Unified School District, labor union SEIU Local 99 3-day strike.

CONSENT CALENDAR

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

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- | | |
|--|-------------------------------------|
| a. June 7, 2021 – Regular Meeting | d. March 21, 2022 – Regular Meeting |
| b. June 21, 2021 – Regular Meeting | e. March 6, 2023 – Special Meeting |
| c. February 22, 2022 – Regular Meeting | f. March 6, 2023 – Regular Meeting |

- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A RESOLUTION APPOINTING THE CITY MANAGER, POLICE CHIEF AND DIRECTOR OF PUBLIC WORKS AS THE CITY’S DESIGNATED AUTHORIZED AGENTS TO THE GOVERNOR’S OFFICE OF EMERGENCY SERVICES FOR ALL MATTERS PERTAINING TO REQUESTS FOR STATE DISASTER ASSISTANCE FUNDS

The motion carried, unanimously.

PUBLIC HEARING

- 4) A PUBLIC HEARING TO DETERMINE IF ANY NON-PROFIT AGENCIES ARE READILY AVAILABLE TO PROVIDE FIXED-ROUTE TRANSIT SERVICES WITHIN THE CITY OF SAN FERNANDO

Mayor Rodriguez opened the public hearing.

Public Works Management Analyst Jones presented the staff report and responded to Councilmember questions.

Mayor Rodriguez called for public testimony and there being none, the public comment period was closed, by consensus with no objections.

Mayor Rodriguez closed the public hearing.

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to adopt Resolution No. 8221 certifying there are no non-profit agencies readily available to provide fixed-route transit services within the City. The motion carried, unanimously.

ADMINISTRATIVE REPORTS

- 5) CONSIDERATION AND DISCUSSION TO RECEIVE AND FILE THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2022 AND TO AUTHORIZE STAFF TO SUBMIT SAID REPORT TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE GOVERNOR’S OFFICE OF PLANNING AND RESEARCH

Housing Coordinator Marquez presented the staff report.

Motion by Vice Mayor Mendoza, seconded by Councilmember Solorio to receive and file the General Plan Housing Element Annual Progress Report for Calendar Year 2022; and authorize staff to submit the Housing Element Annual Progress Report to the California Department of Housing and Community Development and the Governor’s Office of Planning and Research.

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The motion carried by the following vote:

ROLL CALL

AYES: Solorio, Fajardo, Mendoza, Rodriguez - 4
NAYES: Montanez - 1
ABSTAIN: None
ABSENT: None

6) DISCUSSION ON THE WATER FUND BALANCE AND CONSIDERATION TO ADOPT A RESOLUTION APPROPRIATING FUNDS FROM THE STATE OF CALIFORNIA FOR USE ON WATER TREATMENT PROJECTS

Director of Public Works Baumgardner presented the staff report and responded to Councilmember questions as well as City Manager Kimball and Director of Finance Melton.

Motion by Mayor Rodriguez, seconded by Councilmember Solorio to adopt Resolution No. 8223 appropriating \$7,000,000 in funds for use on water treatment projects at extraction Well Nos. 2A and 3; and directed staff to use funds as follows: \$4,750,000 in Department of Water Resources/State Grant for Well No. 3 and set aside remaining \$3,000,000 for the future Well 2A water treatment project. The motion carried, unanimously.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz reported that Deputy City Clerk/Management Analyst Solis completed her first of four courses of technical training and professional development towards her receiving her designation as a Certified Municipal Clerk (CMC).

Director of Recreation and Community Services Venegas mentioned the Education Commission will be meeting to select student scholarship essay winners, noted that a community outreach meeting will be held on March 29 to discuss the Las Palmas Revitalization Project, commented on community outreach meetings held by Pacoima Beautiful; and mentioned the free tax return preparation services program.

Director of Public Works Baumgardner reported that the Slurry Seal Phase 1 project has experienced continued delays due to the rain and cold weather and stated street restriping is scheduled to begin this week.

Director of Community Development Kith reported on implementation of a new outreach system offering resources for individuals experiencing homelessness and mentioned residential fence height and design was discussed by the Planning and Preservation Commission and noted the final recommendations would be agendized at a future City Council meeting.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Regular Meeting March 20, 2023

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Director of Finance Melton stated the City's finances are not being affected by certain financial institutions reports of insolvency and mentioned she participated in the Police Department's Citizens Academy and presented information about the Transaction Tax Measure A/SF upcoming Town Hall meeting.

Assistant to the City Manager Hernandez reported on the ongoing efforts to research, apply for and receive available grant funds, and mentioned that information regarding school closures due to the Los Angeles Unified School District's (LAUSD) union 3-day strike was shared via the City's email notification system.

Police Chief Valdez spoke briefly on the recent apprehension of the suspect involved in the incident at Ziggy's Market and reported that two San Fernando Police Officers were directly involved with the successful rescue efforts of an individual who was swept away by the storm runoff in the Pacoima Wash.

City Manager Kimball commented on the updates being shared regarding resources that could be offered due to the school closures related to the LAUSD union strike and announced Kanika Kith was named the new Deputy City Manager/Economic Development, effective March 27, 2023.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo expressed thanks to the Police Department, congratulated Ms. Kith on her promotion and spoke of potential challenges with community safety related to the upcoming indictment of former President Trump.

Councilmember Montañez thanked the Police Department for their work regarding the incident at Ziggy's Market, commented on increasing enforcement in the San Fernando Mall area, spoke about the Women's History Month presentation and reported she attended the Urban Forest Management workshop.

Councilmember Solorio congratulated Ms. Kith and Ms. Solis, commented on suggested topics to be discussed at the Diversity, Equity and Inclusion (DEI) ad hoc committee meeting, thanked the Police Department for their work, mentioned the need for additional enforcement in the San Fernando Mall area and suggested providing the community with information on how to report enforcement issues. In addition, she commented on the LAUSD strike and the effects on the parents and the children, reported attending the Las Palmas Revitalization project's community outreach meeting and the grand opening and ribbon cutting event for Robeks.

Vice Mayor Mendoza mentioned she participated in a tree planting event where the Rotary Club presented TreePeople with 2000 trees to plant, extended congratulations to Ms. Kith and Ms. Solis, and welcomed new City employees.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Regular Meeting March 20, 2023

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Mayor Rodriguez congratulated Ms. Kith and Ms. Solis, suggested recognizing the two Police Officers at a future City Council meeting, mentioned bringing forward a discussion about the Christian Flag to the DEI ad hoc committee, recommended the City use social media to provide updates on the LAUSD strike and spoke about new resources available to individuals who are experiencing homelessness. In addition, she attended the Latina History Day event partnered with HOPE® (Hispanas Organized for Political Equality) and reported on her acceptance to the HOPE Leadership Institute 2023, and mentioned she attended the Los Angeles County Commission for Woman 38th Annual Celebration.

ADJOURNMENT (9:02 p.m.)

Mayor Rodriguez 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 March 20, 2023, Regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**APRIL 3, 2023 – 5:15 P.M.
SPECIAL MEETING**

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

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, Joel Fajardo, and Mary Solorio (arrived at 5:17 p.m.)

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. The motion carried, with Councilmember Solorio absent.

PUBLIC STATEMENTS - WRITTEN/ORAL None

RECESS TO CLOSED SESSION (5:16 P.M.)

By consensus, Councilmembers recessed to Closed Session.

Councilmember Solorio arrived directly into Closed Session at 5:17 p.m.

A) CLOSED SESSION PURSUANT TO G. C. §54956.9(D)(1):
EXISTING LITIGATION – CONFERENCE WITH LEGAL COUNSEL

Case Name: National Prescription Opiate Litigation, U.S. District Court,
Northern District of Ohio, Eastern Division

Case No.: 1:17-MD-02804

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – APRIL 3, 2023
Page 2**

B) 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

C) ANNUAL PUBLIC EMPLOYEE EMPLOYMENT/PERFORMANCE EVALUATION PURSUANT TO G.C. §54957: (PREPARATION FOR ANNUAL ROUTINE PERFORMANCE EVALUATION EFFORT)

Title of Employee: City Manager

RECONVENE/REPORT OUT FROM CLOSED SESSION

It was noted, the City Council adjourned its regular meeting at 8:17 p.m. and recessed back into Closed Session.

Assistant City Attorney Padilla stated in respect to Item A by a vote of 4-1 with Councilmember Montañez voting no, to approve settlement agreements with opioid defendants Teva, Allergan, CVS, Walgreens and Walmart wherein the defendants will pay the City sums specified under the multi district litigation formula set forth in the settlement documents. The City Manager is authorized to execute the settlement agreements and related instruments on the City's behalf and take all other steps necessary for the City to receive the settlement funds.

It was noted, with respect to Items B and C there were no reportable actions.

ADJOURNMENT (10:22 p.m.)

The City Council adjourned the special meeting to the next regular City Council meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of April 3, 2023, Special Meeting, as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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**CITY OF SAN FERNANDO
CITY COUNCIL MINUTES**

**APRIL 3, 2023 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Celeste Rodriguez called the meeting to order at 6:04 p.m.

Present: Council: Mayor Celeste Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Cindy Montañez, Joel Fajardo, and Mary Solorio

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Director of Finance Erica Melton, Director of Community Development Kanika Kith, Director of Public Works Matthew Baumgardner and City Clerk Julia Fritz

Absent: Director of Recreation and Community Services Julian Venegas

TELECONFERENCING REQUESTS/DISCLOSURE

No requests to be considered.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

Assistant City Attorney Padilla announced that the City Council would reconvene into Closed Session at the conclusion of the regular meeting.

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve the agenda. The motion carried, unanimously.

PRESENTATIONS

- A. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF APRIL AS DONATE LIFE MONTH
- B. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF APRIL AS AUTISM AWARENESS MONTH

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting April 3, 2023

Page 2 of 5

C. PRESENTATION OF CERTIFICATES OF PROCLAMATION DECLARING THE MONTH OF APRIL AS SEXUAL ASSAULT AWARENESS MONTH AND DECLARING APRIL 26, 2023 AS DENIM DAY

D. INTRODUCTION OF NEW CITY EMPLOYEES

PUBLIC STATEMENTS

The following individuals expressed support for the San Fernando Valley LGBTQ Center organization to seek City Council support of a pride parade celebration event to occur in the City on September 10, 2023: Renator Lira; Jose Aldand; and Jose Lopez.

Kae Hodge Program Associate from OUT Against Big Tobacco Los Angeles Program, commented on the health hazards associated with the use of all tobacco products.

B. Zenara submitted a public comment regarding information associated with the Police Chief's employment.

CONSENT CALENDAR

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES OF THE MARCH 20, 2023 SPECIAL MEETING.
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE A PURCHASE ORDER WITH ENTERPRISE FLEET MANAGEMENT THROUGH THE STATE OF CALIFORNIA COOPERATIVE PURCHASING, SOURCEWELL CONTRACT NO. 030122-EFM FOR A 2024 FORD F650 REGULAR CAB GASOLINE ENGINE DUMP/BRUSH TRUCK
- 4) CONSIDERATION TO ACCEPT THE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES FISCAL YEAR 2022 LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT GRANT FUNDS
- 5) CONSIDERATION TO APPROVE A SUBAWARD AGREEMENT WITH THE CITY OF LOS ANGELES FOR THE 2022 URBAN AREA SECURITY INITIATIVE GRANT PROGRAM
- 6) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MLA GREEN, INC. DBA STUDIO-MLA FOR THE SAN FERNANDO PACOIMA WASH BIKEWAY AND PEDESTRIAN PATH PROJECT

The motion carried, unanimously.

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting April 3, 2023

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PUBLIC HEARING

- 7) A PUBLIC HEARING TO CONSIDER ADOPTING AN URGENCY ORDINANCE ESTABLISHING TEMPORARY MORATORIUM ON THE INSTALLATION OF ARTIFICIAL TURF AND SYNTHETIC GRASS IN THE CITY

Mayor Rodriguez opened the public hearing.

Director of Community Development Kith and Associate Planner Khrustaleva presented the staff report and responded to Councilmember questions. In addition, Assistant City Attorney Norma Tabares was in attendance available for questions.

Councilmembers discussed concerns associated with community outreach to educate and bring awareness to residents on artificial turf regulations, code enforcement efforts “if any” and continuing water conservation efforts. In addition, Councilmembers suggested that staff reach out to the City’s Metropolitan Water District (MWD) representative, Board Chairman Adan Ortega and request assistance for residents on the application process regarding MWD’s Turf Replacement Rebate program; and requested that an MWD update be presented at a future meeting from Chairman Ortega.

Mayor Rodriguez called for public testimony, and there being none, by consensus with no objections, closed the public comment period.

Mayor Rodriguez closed the public hearing.

Motion by Councilmember Montañez, seconded by Councilmember Fajardo to waive full reading, in title only and adopt Urgency Ordinance No. U-1715 “An Urgency Ordinance of the City Council of the City of San Fernando, California, to enact a temporary moratorium on the installation of artificial turf and synthetic grass pending the study and development of reasonable regulations”; and directed staff to a) launch a community outreach campaign informing residents of the Turf Replacement Rebate Program through Metropolitan Water District (MWD); and b) request rebate program application assistance from MWD; and prepare a draft letter advocating against the state usurping the ability for local jurisdictions to enact regulations prohibiting installation of artificial turf. The motion carried by the following vote:

ROLL CALL

AYES:	Solorio, Fajardo, Montañez, Mendoza, Rodriguez - 5
NAYES:	None
ABSTAIN:	None
ABSENT:	None

ADMINISTRATIVE REPORTS

- 8) CONSIDERATION AND DISCUSSION REGARDING 2023-2024 CITY COUNCIL PRIORITIES

Councilmember Fajardo presented the staff report.

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting April 3, 2023

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City Manager Kimball stated that an update report would be brought back at a future meeting on the status of the items discussed at the City Council 2023 Priority Setting and Study Session Special meeting held on March 3, 2023.

Councilmembers discussed development of metrics for Ad hoc committees along with receiving regular committee updates; and suggested that potential funding to fix the areas experiencing reoccurring street flooding be discussed during an upcoming Fiscal Year 2023-24 Budget Study Session meeting.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz had no updates to report.

Director of Public Works Baumgardner reported on Slurry Seal Phase 1 and Phase 2 projects and referenced project delays due to recent weather conditions.

Director of Community Development Kith mentioned at the next Planning and Preservation Commission meeting, discussions regarding front lawn wall height and design will be considered; and commented on a local restaurant El Abuelo was featured at the Valley Economic Alliance meeting.

Director of Finance Melton spoke about the Transaction Tax (Measure A/SF) & Citywide Strategic Goals Town Hall meeting that was held on March 27, 2023, and reported that the City received the Governments Finance Officers Association (GFOA) Distinguished Budget Presentation Award for the adopted Fiscal Year 2022-2023 Annual Budget.

Police Chief Valdez clarified the inaccurate/false statement submitted during public comments about his employment status, and re-affirmed his dedication to the city and the community; and requested the meeting be adjourned in memory of Monica Herrera, a dedicated volunteer and supporter of the Police Department's National Night Out Annual event.

City Manager Kimball highlighted various recent community outreach events, reported he attended a meeting with the Executive Director of the Puig House to receive the status of the fence upgrades and mentioned April's City Manager's Monthly Report would be circulated shortly.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo expressed condolences to the families and the community affected by the mass shooting tragedy that occurred at Covenant School, a private Christian school in Nashville; mentioned a video of Las Palmas Park he produced last year; requested closing the meeting in memory of the victims of the Nashville shooting and talked about removal of trees near O'Melveny Elementary School. He wished Director of Public Works Baumgardner best of luck, thanked him for his work in the City and expressed his concerns with employee retention and recruitment. Additionally, he reported receiving an informational postcard at his residence from Republic Services regarding composting information and mentioned he spoke with individuals who submitted public comments at a previous meeting in support of flying the Christian flag at City Hall and suggested to email the City Manager for further information.

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting April 3, 2023

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Councilmember Montañez expressed her appreciation and thanked Director of Public Works Baumgardner for all his work in the City.

Councilmember Solorio commented on Wild Horse Children's Foundation's programming, expressed thanks to Director of Public Works Baumgardner for his work with the City, thanked Deputy City Manager Economic Development Kith on her efforts in highlighting businesses in San Fernando; and reported she attended the Las Palmas Revitalization project's community outreach engagement event.

Vice Mayor Mendoza thank staff for their support.

Mayor Rodriguez thanked Police Chief Valdez for clarifying and addressing the public comment about his employment, commented on Councilmembers collaboration during the meeting; noted the City's Strategic Goals has been posted on the back wall of the Council Chamber; mentioned she participated in the Transaction Tax (Measure A/SF) & Citywide Strategic Goals Town Hall meeting held on March 27, 2023 and spoke about the Las Palmas Revitalization project's community outreach engagement event. In addition, Mayor Rodriguez commented on Cesar Chavez Day suggested the City participate with highlighting an event in honor of Cesar Chavez to recognize his history in San Fernando and announced the City's 2023 Spring Jamboree event is this Saturday, April 8, 2023 and encouraged residents to attend.

ADJOURNMENT (8:17 p.m.)

Mayor Rodriguez asked for a moment of silence and adjourned the meeting in memory of Monica Herrera, volunteer and supporter of the Police Departments National Night Out Annual event and to all the victims of the shooting tragedy that occurred at the Covenant School, a private Christian school in Nashville, Tennessee to Evelyn Dieckhaus, William Kinney and Hallie Scruggs, Mike Hill, Cynthia Peak, and Katherine Koonce and recessed back into Closed Session.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the April 3, 2023, Regular 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: April 17, 2023

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 23-042 (Attachment "A") approving the Warrant Register.

BACKGROUND:

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

The Director of Finance/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. 23-042, including:
Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 23-042

**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. 23-042**

**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 17th day of April 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. 23-042, 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 17th day of April, 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 April, 2023.

Julia Fritz, City Clerk

vchlist
04/12/2023 2:17:28PMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230908	4/17/2023	892287 99 CLEANERS	D53150		DRY CLEANING OF TABLE CLOTHES 004-2380	39.00
					Total :	39.00
230909	4/17/2023	888356 ADVANCED AUTO REPAIR	1615	12802	VEH. MAINT., REPAIRS & MINOR BODY 041-320-0222-4400	534.99
					Total :	534.99
230910	4/17/2023	894315 AG LAWNMOWER SHOP	0102	12872	SMALL EQUIP. REPAIR (LAWNMOWERS 001-346-0000-4300	90.01
					Total :	90.01
230911	4/17/2023	100143 ALONSO, SERGIO	MARCH 2023	12730	MARIACHI MASTER APPRENTICE INST 109-424-3637-4260	1,540.00
					Total :	1,540.00
230912	4/17/2023	893887 ANTHEM SPORTS	364314	12743	SPORTS PROGRAM EQUIPMENT 017-420-1330-4300	1,335.71
					Total :	1,335.71
230913	4/17/2023	100222 ARROYO BUILDING MATERIALS, INC	281049	12806	MISC. HARDWARE SUPPLIES & U-CAR 001-311-0000-4300	214.99
			281236	12806	MISC. HARDWARE SUPPLIES & U-CAR 001-311-0000-4300	229.72
			281246	12806	MISC. HARDWARE SUPPLIES & U-CAR 001-311-0000-4300	229.72
					Total :	674.43
230914	4/17/2023	891209 AUTONATION SSC	519712	12790	"FORD" GENUINE PARTS 041-1215	729.61
					Total :	729.61
230915	4/17/2023	891301 BERNARDEZ, RENATE Z.	667	12700	INTERPRETATION SERVICES 001-101-0000-4270	550.00
					Total :	550.00
230916	4/17/2023	893940 BOB BARKER COMPANY	INV1884108		OFFICE SUPPLIES	

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CITY OF SAN FERNANDO

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230916	4/17/2023	893940 BOB BARKER COMPANY	(Continued)		001-222-0000-4300	221.57
			INV1885088		MISC SUPPLIES 001-225-0000-4300	61.97
					Total :	283.54
230917	4/17/2023	890684 BROADLUX INC	BR112548-09	12894	REPAIRS TO CNG CREDIT CARD READ 074-320-0000-4260	3,540.31
					Total :	3,540.31
230918	4/17/2023	889345 BSN SPORTS LLC	921045630	12744	SPORTS PROGRAM EQUIPMENT 017-420-1330-4300	537.39
					Total :	537.39
230919	4/17/2023	888800 BUSINESS CARD	021623		ANNUAL SUBSCRIPTION RENEWAL 001-135-0000-4260	420.00
			030323		REFUND 001-311-0000-4300	-282.22
			030823		VARIOUS BUSINESS CARDS 001-106-0000-4300	38.93
					001-310-0000-4300	65.54
					001-420-0000-4300	116.79
					001-222-0000-4300	350.40
			031423		LODGING-SXSW CONFERENCE 001-105-0000-4370	837.72
			031423		LODGING-TECH TRAINING FOR CLERK 001-115-0000-4370	0.01
			031523		LUNCH-DOWNTOWN MASTER PLAN IN 001-150-0000-4370	50.00
			031523		LODGING-INT'L DOWNTOWN ASSOC C 001-150-0000-4370	482.82
			031723		REGISTRATION CONFERENCE 001-101-0104-4370	600.00
					001-101-0113-4370	800.00
					001-101-0107-4370	700.00
			031723		ACROBAT LICENSE-FIN 001-130-0000-4380	14.99

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230919	4/17/2023	888800 BUSINESS CARD	(Continued) 032123		DINNER FOR CC & STAFF-CC MTG 03/2	
			032123		001-101-0000-4300	99.70
			032223		RENTAL CAR WINDSHIELD REPAIR	
			032423		006-190-0000-4800	159.00
			032423		WASHING MACHINE	
			032423		001-423-0000-4300	654.80
			032423		REBATE	
			032823		001-101-0000-4300	-3.99
			032823		COFFEE-PACOIMA WASH GROUND BR	
			032823		001-105-0000-4300	40.00
			032823		MANAGER'S ASSOC LUNCHEON	
			032823-1		001-105-0000-4300	70.00
			032823-2		LODGING-CALBO TRAINING CONF	
			033023		001-140-0000-4370	402.07
			033123		MEMBERSHIP DUES	
					001-150-0000-4370	264.00
					WEBINAR REGISTRATION	
					001-150-0000-4370	25.00
					INSPECTOR'S MANUAL	
					001-310-0000-4300	84.42
					FINANCE CHARGES	
					001-190-0000-4435	112.78
					Total :	6,102.76
230920	4/17/2023	889735 CALIFORNIA STATE PARKS	030723		OUTDOOR RECREATION LEADERSHIP	
					110-422-3691-4260	200.00
					Total :	200.00
230921	4/17/2023	892465 CANON SOLUTIONS AMERICA, INC.	6003644273	12850	COPIER MAINTENANCE & COPIES-02/1	
					001-135-0000-4260	1,157.09
					Total :	1,157.09
230922	4/17/2023	893821 CAPITAL ONE TRADE CREDIT	51835834		MISC SAFETY SUPPLIES	
			51848889		070-383-0000-4310	171.47
					MISC SAFETY SUPPLIES	
					070-383-0000-4310	386.90

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04/12/2023 2:17:28PMVoucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230922	4/17/2023	893821 893821 CAPITAL ONE TRADE CREDIT	(Continued)		Total :	558.37
230923	4/17/2023	891860 CARL WARREN & COMPANY	20229-20234		REIMB. TO ITF ACCT (LIABILITY CLAIM)	
					006-1037	12,337.09
					Total :	12,337.09
230924	4/17/2023	894387 CASEY, OVID	37-3790-00		WATER ACCT REFUND-1036 HEWITT	
					070-2010	158.75
					Total :	158.75
230925	4/17/2023	894010 CHARTER COMMUNICATIONS	10369031823		PD CABLE-03/18-04/17	
			10369061822		001-222-0000-4260	229.62
			196309062322		PD CABLE-06/18-07/17	224.98
			19630932323		001-222-0000-4260	1,399.00
			222204062922		INTERNET SERVICES-06/23-07/22	1,399.00
					001-190-0000-4220	135.01
					INTERNET SERVICES-03/23-04/22	3,387.61
					001-190-0000-4220	
					OPS CTR CABLE-06/29-07/28	
					043-390-0000-4260	
					Total :	3,387.61
230926	4/17/2023	887917 CHIASSON, COURTNEY JAMES	REIMB.		LODGING-BACKGROUND INVESTIGAT	
					001-224-0000-4360	587.31
					Total :	587.31
230927	4/17/2023	892542 CISNEROS, RAMIRO	39-4010-03		WATER ACCT REFUND-1239 WOODWC	
					070-2010	5.14
					Total :	5.14
230928	4/17/2023	103029 CITY OF SAN FERNANDO	5199-5230		REIMBURSEMENT TO WORKERS COM	
					006-1038	9,861.09
					Total :	9,861.09
230929	4/17/2023	890893 CITY OF SAN FERNANDO	APRIL 2023		CITY PROPERTY UTILITY BILLS	
					043-390-0000-4210	12,659.05
					Total :	12,659.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230930	4/17/2023	100715 CITY-WIDE FIRE PROTECTION CO.	109385		ANNUAL FIRE EQUIP CERT TEST-PD 043-390-0000-4260	874.00
			109514		ANNUAL FIRE EQUIP CERT TEST-LP P# 043-390-0000-4260	874.00
			109515		ANNUAL FIRE EQUIP CERT TEST-CH 043-390-0000-4260	612.00
					Total :	2,360.00
230931	4/17/2023	100747 COASTLINE EQUIPMENT	1000761		MISC SUPPLIES 041-320-0311-4400	68.35
					Total :	68.35
230932	4/17/2023	100805 COOPER HARDWARE INC.	133485	12799	MISC. SUPPLIES FOR P.W. OPERATION 070-384-0000-4310	43.37
					Total :	43.37
230933	4/17/2023	894381 CORZO, ERICKA	52-3392-12		WATER ACCT REFUND-925 ORANGE G 070-2010	6.98
					Total :	6.98
230934	4/17/2023	894019 CURIEL, FRANCISCO	60-1520-00		WATER ACCT REFUND-724 DE HAVEN 070-2010	14.35
					Total :	14.35
230935	4/17/2023	889121 EDGESOFT, INC.	3361	12873	ON-LINE PERMIT COUNTER IMPLEMEN 070-381-0000-4260	2,200.00
				12873	070-384-0000-4260	5,500.00
				12873	072-360-0000-4260	7,000.00
					Total :	14,700.00
230936	4/17/2023	892826 EMBASSY CONSULTING	50055		RGSTR-CRISIS INTERVENTION & BEH/ 001-225-0000-4360	250.00
					Total :	250.00
230937	4/17/2023	894384 ESPINOSA, ANGEL	60-2240-02		WATER ACCT REFUND-428 N MACLAY 070-2010	24.04
					Total :	24.04

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230938	4/17/2023	890879 EUROFINS EATON ANALYTICAL, INC	3800020499	12731	ENVIRONMENTAL DRINKING WTR LAB 070-384-0000-4260	1,766.00
					Total :	1,766.00
230939	4/17/2023	893029 FERGUSON WATERWORKS #1083	7613	12770	FIRE HYDRANT/FIRE SERVICE SUPPLI 070-385-0701-4600	79.89
			7775	12770	FIRE HYDRANT/FIRE SERVICE SUPPLI 070-385-0701-4600	437.89
					Total :	517.78
230940	4/17/2023	892198 FRONTIER COMMUNICATIONS	818-361-6728-080105		ENGINEERING FAX LINE 001-310-0000-4220	44.25
			818-365-5097-120298		POLICE NARCOTICS VAULT 001-222-0000-4220	44.00
			818-837-1509-032207		PW PHONE LINE 001-190-0000-4220	44.25
			818-837-2296-031315		VARIOUS CITY HALL LINES 001-190-0000-4220	369.77
			818-838-4969-021803		PD ALARM PANEL 001-222-0000-4220	132.04
					Total :	634.31
230941	4/17/2023	894370 GALLEGOS, MARTHA	835237		SENIOR TRIP REFUND 004-2383	30.00
					Total :	30.00
230942	4/17/2023	887249 GALLS, LLC	023735843		UNIFORMS 001-222-0000-4300	419.21
					Total :	419.21
230943	4/17/2023	101279 GOMEZ-GARCIA, SONIA	TRAVEL		PER DIEM-TYLER CONNECT 2023 USE 001-130-0000-4370	120.00
					Total :	120.00
230944	4/17/2023	101374 GOVERNMENTJOBS.COM, INC.	INV-32790		SUBSCRIPTION FEE 001-105-0000-4380	1,101.87
					Total :	1,101.87

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230945	4/17/2023	101376 GRAINGER, INC.	9619743918	12761	MISC. SUPPLIES FOR FACILITIES & TR 043-390-0000-4300	297.37
			9639574749	12761	MISC. SUPPLIES FOR FACILITIES & TR 043-390-0000-4300	173.32
			9640498375	12761	MISC. SUPPLIES FOR FACILITIES & TR 043-390-0000-4300	163.72
			9647326066		ITEM RETURNED 043-390-0000-4300	-163.72
			9647755413		MISC. SUPPLIES FOR FACILITIES, TRA 043-390-0000-4300	163.72
					Total :	634.41
230946	4/17/2023	894393 GUERRERO, JENNIFER	58-1668-02		WATER ACCT REFUND-1507 FIFTH 070-2010	120.50
					Total :	120.50
230947	4/17/2023	894389 GUILLEN, CAROLINA	39-3570-03		WATER ACCT REFUND-803 KALISHER 070-2010	30.07
					Total :	30.07
230948	4/17/2023	101434 GUZMAN, JESUS ALBERTO	MARCH 2023	12732	MARIACHI MASTER APPRENTICE INS1 109-424-3637-4260	1,600.00
					Total :	1,600.00
230949	4/17/2023	888647 HDL SOFTWARE, LLC	SIN026718	12748	BUSINESS LICENSE ADMINISTRATION 001-130-0000-4260	3,026.48
					Total :	3,026.48
230950	4/17/2023	893817 HERNANDEZ MOLINA, MARIO ALBERTO	MARCH 2023	12733	MARIACHI MASTER APPRENTICE INS1 109-424-3637-4260	720.00
					Total :	720.00
230951	4/17/2023	893275 INTERWEST CONSULTING GROUP	85321	12634	CONTRACTED PLANNING SERVICES 001-150-0000-4270	23,027.50
					Total :	23,027.50
230952	4/17/2023	894129 KITH, KANIKA	TRAVEL		PER DIEM-WEST COAST URBAN DISTF 001-150-0000-4370	85.00
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230952	4/17/2023	894129 894129 KITH, KANIKA	(Continued)		Total :	85.00
230953	4/17/2023	893218 LAZARO, ERNESTO	MARCH 2023	12734	MARIACHI MASTER APPRENTICE INS1 109-424-3637-4260	360.00
					Total :	360.00
230954	4/17/2023	894319 LENCHITAS TORTILLERIA	040323		TAMALES-SENIOR DANCE 004-2380	270.00
					Total :	270.00
230955	4/17/2023	893063 LEON, MIGUEL	040323		REIMB-SENIOR CLUB ACTIVITIES 004-2383	151.90
					Total :	151.90
230956	4/17/2023	101974 LOS ANGELES COUNTY	FEB 2023	12817	ANIMAL CARE & CONTROL SERVICES- 001-190-0000-4260	4,659.40
					Total :	4,659.40
230957	4/17/2023	892477 LOWES	9754-01333		WELL SITE SUPPLIES 070-384-0000-4300	258.19
					Total :	258.19
230958	4/17/2023	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	37.59
					Total :	37.59
230959	4/17/2023	893200 MCKESSON MEDICAL-SURGICAL	20431034		INMATES MEDICAL SUPPLIES 001-225-0000-4350	3.85
					Total :	3.85
230960	4/17/2023	892969 MEDRANO, BLANCA	52-5007-02		WATER ACCT REFUND-2038 LUCAS 070-2010	67.54
					Total :	67.54
230961	4/17/2023	894390 MIRZAKHANIAN, TADEH	60-0396-06		WATER ACCT REFUND-433 NEWTON 070-2010	63.40
					Total :	63.40
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230962	4/17/2023	102226 MISSION LINEN SUPPLY	518976675	12685	LAUNDRY SERVICE FOR PD 001-225-0000-4350	260.12
			519021385	12685	LAUNDRY SERVICE FOR PD 001-225-0000-4350	281.12
					Total :	541.24
230963	4/17/2023	891935 MMASC	2023		ANNUAL MEMBERSHIP 001-105-0000-4380	90.00
					Total :	90.00
230964	4/17/2023	892353 MOORE IACOFANO, GOLTSMAN, INC.	0079326	12400	DESIGN FOR LAYNE PARK REVITALIZA 010-420-3669-4600	3,085.00
			0080096	12400	DESIGN FOR LAYNE PARK REVITALIZA 010-420-3669-4600	1,805.00
					Total :	4,890.00
230965	4/17/2023	893050 MORALES-RODRIGUEZ, CRISTAL	MARCH 2023	12869	MARIACHI MASTER APPRENTICE PRG. 109-424-3637-4260	180.00
					Total :	180.00
230966	4/17/2023	894150 MORA-ZAMORA, ERENDIRA	APRIL 2023	12711	MUSIC ENTERTAINMENT FOR SENIOR 004-2380	1,200.00
					Total :	1,200.00
230967	4/17/2023	894004 MURILLO, NICHOLAS	REIMB.-1		K-9 SUPPLIES 001-225-0000-4270	214.19
			REIMB.-2		K-P SUPPLIES 001-225-0000-4270	158.37
					Total :	372.56
230968	4/17/2023	892916 NADA BUS INC	50981	12778	CHARTER BUS TRANSPORATION FOR 004-2383	1,860.00
			51232	12778	CHARTER BUS TRANSPORATION FOR 004-2383	1,953.00
					Total :	3,813.00
230969	4/17/2023	893348 NCSI	31797		VOLUNTEER BACKGROUND CHECK-M 017-420-1330-4260	37.00

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230969	4/17/2023	893348 893348 NCSI	(Continued)		Total :	37.00
230970	4/17/2023	893405 NEW HORIZON	2180657		LP PHONE SERVICES-APRIL 2023 001-420-0000-4220	324.91
					Total :	324.91
230971	4/17/2023	893735 NOVA INDUSTRIAL LP	43-2910-09		WATER ACCT REFUND-1711 FIRST 070-2010	15.27
					Total :	15.27
230972	4/17/2023	894100 ODP BUSINESS SOLUTIONS , LLC	292970862001		ITEM RETURNED 001-150-0000-4300	-91.29
			300013235001		OFFICE SUPPLIES 001-150-0000-4300	22.04
			300018829001		OFFICE SUPPLIES 001-150-0000-4300	80.68
			301971810001		OFFICE SUPPLIES 001-150-0000-4300	304.84
					001-152-0000-4300	9.01
			302579241001		OFFICE SUPPLIES 001-222-0000-4300	203.63
			303134064001		OFFICE SUPPLIES 070-384-0000-4300	44.46
			303135131001		OFFICE SUPPLIES 070-384-0000-4300	85.92
			303209275001		OFFICE SUPPLIES 001-105-0000-4300	133.65
			30366236001		OFFICE SUPPLIES 001-222-0000-4300	77.22
			303979799001		OFFICE SUPPLIES 110-422-3747-4300	371.27
			304493257001		OFFICE SUPPLIES 001-130-0000-4300	89.06
					Total :	1,330.49
230973	4/17/2023	894382 OLMOS, ADELA	39-2437-02		WATER ACCT REFUND-1351 GRIFFITH 070-2010	20.38

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230973	4/17/2023	894382 894382 OLMOS, ADELA	(Continued)		Total :	20.38
230974	4/17/2023	894392 ORDONEZ, EDUVIGES	54-4570-05		WATER ACCT REFUND-1034 N BRAND 070-2010	31.37
					Total :	31.37
230975	4/17/2023	890095 O'REILLY AUTOMOTIVE STORES INC	4605-109960	12754	VEHICLE SERV., MAINT. & REPAIR PAR' 041-1215	152.32
			4605-109980	12754	VEHICLE SERV., MAINT. & REPAIR PAR' 041-320-0222-4400	82.90
			4605-109988	12754	VEHICLE SERV., MAINT. & REPAIR PAR' 041-320-0222-4400	-82.90
			4605-110069	12754	VEHICLE SERV., MAINT. & REPAIR PAR' 041-320-0311-4400	39.35
			4605-110077	12754	VEHICLE SERV., MAINT. & REPAIR PAR' 041-320-0311-4400	33.06
			4605-110192	12754	VEHICLE SERV., MAINT. & REPAIR PAR' 041-320-0224-4400	233.72
			4605-110219	12754	VEHICLE SERV., MAINT. & REPAIR PAR' 041-320-0311-4400	7.71
					Total :	466.16
230976	4/17/2023	892360 PARKING COMPANY OF AMERICA	INVM0017539	12783	PUBLIC TRANSPORTATION SERVICES- 007-440-0442-4260	36,954.01
				12783	008-313-0000-4260	9,328.06
				12783	007-313-3630-4402	4,947.55
					Total :	51,229.62
230977	4/17/2023	893023 PEREZ, RUBEN	62-0950-13		WATER ACCT REFUND-402 ALEXANDE 070-2010	24.52
					Total :	24.52
230978	4/17/2023	893933 PORTA-STOR	390902		MCB STORAGE BIN RENTAL 017-420-1330-4260	82.00
					Total :	82.00
230979	4/17/2023	102688 PROFESSIONAL PRINTING CENTERS	21015	12721	PRINTING SERVICES 001-190-0000-4270	3,850.93

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230979	4/17/2023	102688 PROFESSIONAL PRINTING CENTERS	(Continued) 21045	12721	PRINTING SERVICES 001-310-0000-4300	348.39
			21061	12721	PRINTING SERVICES 001-101-0000-4300	198.45
			21062	12721	PRINTING SERVICES 004-2382	373.75
			21175	12721	PRINTING SERVICES 001-105-0000-4300	49.61
					Total :	4,821.13
230980	4/17/2023	894306 QUENCH USA, INC.	INV05554026		DRINKING WATER 001-222-0000-4300	99.24
					Total :	99.24
230981	4/17/2023	888921 REGISTRAR-RECORDER/COUNTY CLER	23-2113		NOV. 8, 2022 GUBERNATORIAL GENER 001-116-0000-4260	37,461.61
					Total :	37,461.61
230982	4/17/2023	103057 SAN FERNANDO VALLEY SUN	11869		TRANSACTION TAX TOWN HALL MTG 001-190-0000-4267	1,878.04
			11874		PH NOTICE -URG ORD-ARTIFICIAL TUF 001-115-0000-4230	202.50
			11875		AD-TECH WORKSHOP 110-422-3747-4260	943.16
					Total :	3,023.70
230983	4/17/2023	894388 SANTA CRUZ, FERNANDO	50-2940-00		WATER ACCT REFUND-1020 HARDING 070-2010	76.62
					Total :	76.62
230984	4/17/2023	891632 SBCSD	AO-19113248		COURSE-TRAFFIC COLLISION INVESTI 001-222-0000-4360	500.00
					Total :	500.00
230985	4/17/2023	892619 SIMONZAD, BENNY	REIMB.		RV#2 - PROPANE REFILLS 001-225-0000-4300	57.37

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230985	4/17/2023	892619 892619 SIMONZAD, BENNY	(Continued)			Total : 57.37
230986	4/17/2023	103184 SMART & FINAL	0095		SUPPLIES-SPRING JAMBOREE	
			0145		001-424-0000-4300	204.34
			0146		REFRESHMENTS-COMM MEETING	27.23
			0162		001-420-0000-4300	75.74
					SUPPLIES-SPRING JAMBOREE	
					001-424-0000-4300	25.16
					REFRESHMENTS-SENIOR EVENT	
					004-2346	332.47
230987	4/17/2023	892199 SMARTPHONE METER READING, LLC	SPMR3658		ANNUAL SMARTPHONE METER READI	
				12890	070-382-0000-4300	1,302.00
				12890	072-360-0000-4320	1,302.00
					Total :	2,604.00
230988	4/17/2023	894386 SOLIS, VERONICA	50-2467-00		WATER ACCT REFUND-00017663	
					070-2010	18.80
					Total :	18.80
230989	4/17/2023	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS-CNG STATION	
					074-320-0000-4402	18,329.27
					Total :	18,329.27
230990	4/17/2023	100540 STATE CONTROLLER'S OFFICE	FAUD-00003723		ANNUAL STREET REPORT-FY22/23	
					011-311-0000-4270	3,195.36
					Total :	3,195.36
230991	4/17/2023	894130 SUNBURST UNIFORMS	1826		UNIFORMS FOR PD PERSONNEL	
				12698	001-222-0000-4300	620.48
					Total :	620.48
230992	4/17/2023	103318 TAG/AMS, INC.	2823068		ANNUAL RENEWAL FEE	
					001-106-0000-4380	175.00
					Total :	175.00
230993	4/17/2023	888821 THE GOODYEAR TIRE & RUBBER CO	35799		TIRES FOR CITY FLEET	

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230993	4/17/2023	888821 THE GOODYEAR TIRE & RUBBER CO	(Continued)	12810	041-1215	367.16	
					Total :	367.16	
230994	4/17/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490	2532374		SURGE OUTLETS		
			3211260		001-150-0000-4300	267.81	
			3533595		ITEMS RETURNED		
			3542986		001-150-0000-4300	-18.40	
			4012775		OFFICE SUPPLIES		
			6531856		001-150-0000-4300	17.36	
			7012477		MISC SUPPLIES		
			8372227		041-320-0000-4310	157.47	
			974236		MAINT SUPPLIES-CESAR CHAVEZ PLA		
					043-390-0000-4300	128.45	
					TOOLS FOR TRUCK		
					001-311-0000-4300	126.66	
					MATL'S FOR CURB REPAIR		
					001-311-0000-4300	142.33	
					SMALL TOOLS & SUPPLIES		
					001-311-0000-4300	254.92	
					SMALL TOOLS		
					070-383-0000-4340	315.55	
					Total :	1,392.15	
230995	4/17/2023	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTIONS		
					001-420-0000-4220	29.40	
					001-152-0000-4220	19.74	
					Total :	49.14	
230996	4/17/2023	887591 TOM BROHARD & ASSOCIATES	2023-12	12752	TRAFFIC ENGINEERING SERVICES		
					001-310-0000-4270	2,950.00	
					Total :	2,950.00	
230997	4/17/2023	893504 TOWN HALL STREAMS, LLC	14767		ARPIL STREAMING SERVICES		
					001-115-0000-4260	175.00	
					Total :	175.00	

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230998	4/17/2023	894195 TRIPEPI SMITH	9667	12723	PUBLIC RELATIONS SERVICES 001-190-0000-4270	2,620.00
			9805	12723	PUBLIC RELATIONS SERVICES 001-190-0000-4270	3,357.50
					Total :	5,977.50
230999	4/17/2023	103445 UNDERGROUND SERVICE ALERT	22-2303569		CA STATE FEE FOR REGULATOR COST 070-381-0000-4260	32.42
			320230706		(72) NEW TICKET CHARGES 070-381-0000-4260	136.00
					Total :	168.42
231000	4/17/2023	893167 UNITED MAINTENANCE SYSTEMS	15462	12794	JANITORIAL SERVICES CONTRACT#19 043-390-0000-4260	17,850.00
					Total :	17,850.00
231001	4/17/2023	103449 USA BLUE BOOK	298353	12836	FOR MISC. MAINT. SUPPLIES, LAB SUP 070-384-0000-4300	700.42
					Total :	700.42
231002	4/17/2023	893740 UTILITY SYSTEMS SCIENCE &	COSF_03/1-03/31	12753	WASTEWATER FLOW MONITORING & S 072-360-0000-4260	540.00
					Total :	540.00
231003	4/17/2023	893647 VALEO NETWORKS	21305	12863	CANON COPIERS - INSTALLATION OF F 121-135-3689-4260	1,782.00
			21647	12863	CANON COPIERS - VIRTUAL PRINTER : 121-135-3689-4260	648.00
			22368	12864	VOIP SERVICES & INSTALLATION 121-135-3689-4500	445.50
			22456	12760	IT MANAGEMENT & VEEAM CLOUD CO 001-135-0000-4270	10,330.33
					Total :	13,205.83
231004	4/17/2023	103534 VALLEY LOCKSMITH	0961	12787	LOCKSMITH SERVICES FOR ALL FACIL 043-390-0000-4330	137.50
					Total :	137.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231005	4/17/2023	892794 VENEGAS, JULIAN	REIMB.		INDOOR FLAGS FOR CEREMONIES & R 001-424-0000-4300	174.34
					Total :	174.34
231006	4/17/2023	892081 VERIZON BUSINESS SERVICES	72520040		MPLS PORT ACCESS & ROUTER-PD VE 001-222-0000-4220	1,051.38
					Total :	1,051.38
231007	4/17/2023	100101 VERIZON WIRELESS-LA	9930304712		MDT MODEMS-PD UNITS 001-222-0000-4220	358.32
			9930708947		PD CELL PHONE PLAN 001-222-0000-4220	175.68
			9931009023		001-152-0000-4220 VARIOUS CELL PHONE PLANS 001-222-0000-4220	152.04
			9931020715		070-384-0000-4220 VARIOUS CITY YARD CELL PHONE PLA 070-384-0000-4220	511.31
					043-390-0000-4220 041-320-0000-4220	40.82
			9931032369		072-360-0000-4220 VARIOUS CELL PHONE PLANS 001-106-0000-4220	152.88
					070-384-0000-4220	25.48
					Total :	1,566.85
231008	4/17/2023	894383 VILLAGOMEZ, EDUARDO	52-3022-07		WATER ACCT REFUND-1941 WARREN 070-2010	9.76
					Total :	9.76
231009	4/17/2023	894391 WEGGELAND, SANDRA	62-3362-02		WATER ACCT REFUND-544 N HUNTING 070-2010	38.78
					Total :	38.78
231010	4/17/2023	888390 WEST COAST ARBORISTS, INC.	197550	12788	ANNUAL CITY TREE TRIMMING SERVIC 072-360-0000-4260	6,921.20
					Total :	6,921.20

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Voucher List
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231011	4/17/2023	890970 WEX BANK	88189747		FUEL FOR FLEET	
					041-320-0152-4402	411.02
					041-320-0221-4402	922.04
					041-320-0222-4402	324.99
					041-320-0224-4402	1,956.21
					041-320-0225-4402	4,072.90
					041-320-0228-4402	905.08
					041-320-0311-4402	1,425.65
					041-320-0320-4402	146.71
					041-320-0370-4402	850.04
					041-320-0390-4402	2,200.94
					029-335-0000-4402	169.01
					070-381-0000-4402	71.26
					070-382-0000-4402	452.62
					070-383-0000-4402	1,441.35
					070-384-0000-4402	526.51
					072-360-0000-4402	536.60
					Total :	16,412.93
231012	4/17/2023	889138 WIEDER, CAROL	032823		INTERPERTATION SERVICES	
					001-101-0000-4270	250.00
					Total :	250.00
231013	4/17/2023	891531 WILLDAN ENGINEERING	00418346	12849	CONSTRUCTION MGMT FOR PACOIMA	
					024-311-0551-4600	5,559.50
					Total :	5,559.50
231014	4/17/2023	894385 ZUNIGA, RODOLFO	43-1505-00		WATER ACCT REFUND-469 FAYECROF	
					070-2010	19.33
					Total :	19.33
107	Vouchers for bank code :	bank3			Bank total :	325,522.10
107	Vouchers in this report				Total vouchers :	325,522.10

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Voucher List
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230684	3/23/2023	888800 BUSINESS CARD	013023		LODGING-ICA WINTER SEMINAR 001-101-0104-4370	360.00
			020623		REFUND 001-101-0104-4370	-18.29
			022423		DOMAIN RENEWAL-SFCITY.ORG 001-190-0000-4260	64.95
			022423-1		LODGING-EDU CODE ENF CONFEREN 001-140-0000-4360	370.59
			022423-2		LODGING-EDU CODE ENF CONFEREN 001-140-0000-4360	148.02
			030923		LIVESCAN SOFTWARE 121-135-3689-4260	99.99
			030923-1		SENIOR CLUB SUPPLIES 004-2382	29.71
			030923-1		SERVICE FEE 001-424-0000-4260	42.00
			030923-2		ID BADGES-SENIOR TRIPS 004-2383	72.74
			030923-2		HEALTH PERMIT 001-424-0000-4260	1,892.00
			031023		CITY EMAIL-MAR 2023 001-135-0000-4260	1,681.37
			031023		ORAL BOARD LUNCHEON-HOUSING C 001-106-0000-4270	63.27
			031023		MEMBERSHIP DUES-DIR OF FIN 001-130-0000-4380	125.00
			031023-1		FOOT STOOL 001-222-0000-4300	60.63
			031023-2		AC ADAPTOR 001-222-0000-4300	42.88
			031023-3		SHELVING FOR STORAGE 001-222-0000-4300	79.36
			031023-4		SHELVING FOR STORAGE 001-222-0000-4300	79.36
			031323		SPEAKERS 001-420-0000-4300	1,416.70

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Voucher List
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230684	3/23/2023	888800 BUSINESS CARD	(Continued)			
			031323		LODGING-TECH TRAINING CONFEREN 001-115-0000-4370	942.91
			031423		SENIOR CLUB SUPPLIES 004-2382	60.58
			031523		VPN SUBSCRIPTION-FEB 2023 001-135-0000-4260	70.20
			031523		PARKING FEE-3RD ANNUAL STATEWID 001-310-0000-4370	76.36
			031523		REGISTRATION-3RD ANNUAL STATEWI 001-310-0000-4360	149.99
			031523		REGISTRATION-PROFESSIONAL DEVE 001-115-0000-4360	60.00
			031623		IT MISC EQUIPMENT 001-423-0000-4300	51.79
			031623		PONY ASSOC LEAGUE REGISTRATION 017-420-1330-4260	565.00
			031623		AIRFARE-3RD ANNUAL STATEWIDE 001-310-0000-4370	217.97
			031723-1		CONFERENCE REGISTRATION 001-140-0000-4360	390.00
			031723-2		MEMBERSHIP FEES 001-140-0000-4370	215.00
Total :						9,410.08
1 Vouchers for bank code : bank3						Bank total : 9,410.08
1 Vouchers in this report						Total vouchers : 9,410.08

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230685	3/28/2023	894325 INDUSTRIAL VIDEO &	M032123-01		LONG DEPLOYMENT SURVEILLANCE T	
				12866	110-220-3662-4500	71,765.76
					Total :	71,765.76
230686	3/28/2023	892186 LCEO, LLC	13332		HELMETS, MODULAR KITS, FACE SHIE	
				12842	110-220-3662-4500	20,739.50
					Total :	20,739.50
		2 Vouchers for bank code :	bank3		Bank total :	92,505.26
		2 Vouchers in this report			Total vouchers :	92,505.26

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230797	3/29/2023	102148 METROPOLITAN WATER DISTRICT	11036		WATER DELIVERED-JAN 2023 010-384-0857-4600	200,935.80
Total :						200,935.80
1 Vouchers for bank code : bank3						Bank total : 200,935.80
1 Vouchers in this report						Total vouchers : 200,935.80

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230798	3/30/2023	103648 CITY OF SAN FERNANDO	PR 3/31/23		REMB FOR PAYROLL W/E 3/24/23	
					001-1003	573,783.07
					007-1003	2,132.76
					017-1003	789.60
					027-1003	2,174.80
					029-1003	2,405.02
					030-1003	1,433.39
					041-1003	6,869.68
					043-1003	25,021.74
					070-1003	54,652.94
					072-1003	13,758.73
					094-1003	-21,704.12
					110-1003	4,635.30
					Total :	665,952.91
1 Vouchers for bank code : bank3						Bank total : 665,952.91
1 Vouchers in this report						Total vouchers : 665,952.91

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230906	4/3/2023	102519 P.E.R.S.	APRIL 2023		HEALTH INS BENEFITS - APRIL 2023 001-1160	164,979.72
Total :						164,979.72
1 Vouchers for bank code : bank3						Bank total : 164,979.72
1 Vouchers in this report						Total vouchers : 164,979.72

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230907	4/5/2023	103648 CITY OF SAN FERNANDO	SPR 4/5/23		REIMB FOR SPECIAL PAYROLL 4/5/23 001-1003	9,258.44
Total :						9,258.44
1 Vouchers for bank code : bank3						Bank total : 9,258.44
1 Vouchers in this report						Total vouchers : 9,258.44

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230799	4/1/2023	100286 BAKER, BEVERLY	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	148.68
					Total :	148.68
230800	4/1/2023	100916 DEIBEL, PAUL	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
230801	4/1/2023	894378 GARCIA, BERTHA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,207.28
					Total :	1,207.28
230802	4/1/2023	101781 KISHITA, ROBERT	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	132.25
					Total :	132.25
230803	4/1/2023	101926 LILES, RICHARD	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
230804	4/1/2023	102126 MARTINEZ, MIGUEL	23-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	603.64
					Total :	603.64
230805	4/1/2023	891031 ORTEGA, JIMMIE	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
230806	4/1/2023	891354 RAMIREZ, ROSALINDA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	132.25
					Total :	132.25
230807	4/1/2023	102940 RUIZ, RONALD	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	587.29
					Total :	587.29
230808	4/1/2023	892782 TIGHE, DONNA	23-Apr		CALPERS HEALTH REIMB	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230808	4/1/2023	892782 TIGHE, DONNA	(Continued)		001-180-0000-4127	132.25
					Total :	132.25
10 Vouchers for bank code : bank3						Bank total : 3,750.70
10 Vouchers in this report						Total vouchers : 3,750.70

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230809	4/1/2023	100042 ABDALLAH, ALBERT	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,418.49
					Total :	1,418.49
230810	4/1/2023	100091 AGORICHAS, JOHN	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
230811	4/1/2023	891039 AGUILAR, JESUS	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	415.50
					Total :	415.50
230812	4/1/2023	100104 ALBA, ANTHONY	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	689.04
					Total :	689.04
230813	4/1/2023	891011 APODACA-GRASS, ROBERTA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
230814	4/1/2023	100260 AVILA, FRANK	23-Apr		CALPERS HEALTH REIMB 041-180-0000-4127	1,358.28
					Total :	1,358.28
230815	4/1/2023	100306 BARNARD, LARRY	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	879.00
					Total :	879.00
230816	4/1/2023	100346 BELDEN, KENNETH M.	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,342.00
					Total :	1,342.00
230817	4/1/2023	892233 BUZZELL, CAROL	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	148.68
					Total :	148.68
230818	4/1/2023	891350 CALZADA, FRANK	23-Apr		CALPERS HEALTH REIMB	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230818	4/1/2023	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	448.36
					Total :	448.36
230819	4/1/2023	100642 CASTRO, RICO	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,834.18
					Total :	1,834.18
230820	4/1/2023	103816 CHAVEZ, ELENA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	587.29
					Total :	587.29
230821	4/1/2023	100752 COLELLI, CHRISTIAN	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,811.06
					Total :	1,811.06
230822	4/1/2023	891014 CREEKMORE, CASIMIRA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
230823	4/1/2023	893711 DAVIS, JAMES	23-Apr		CALPERS HEALTH REIMB 072-180-0000-4127	1,534.22
					Total :	1,534.22
230824	4/1/2023	100913 DECKER, CATHERINE	23-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	269.02
					Total :	269.02
230825	4/1/2023	100925 DELGADO, RALPH	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	448.36
					Total :	448.36
230826	4/1/2023	100960 DIEDIKER, VIRGINIA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
230827	4/1/2023	100996 DRAKE, JOYCE	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
230827	4/1/2023	100996 100996 DRAKE, JOYCE	(Continued)			Total : 269.02	
230828	4/1/2023	100995 DRAKE, MICHAEL	23-Apr		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	134.51 134.51 Total : 269.02	
230829	4/1/2023	100997 DRAPER, CHRISTOPHER	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,811.06 Total : 1,811.06	
230830	4/1/2023	101044 ELEY, JEFFREY	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,949.00 Total : 1,949.00	
230831	4/1/2023	891040 FISHKIN, RIVIAN	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 Total : 132.25	
230832	4/1/2023	101178 FLORES, ADRIAN	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,325.58 Total : 1,325.58	
230833	4/1/2023	101182 FLORES, MIGUEL	23-Apr		CALPERS HEALTH REIMB 043-180-0000-4127	1,325.58 Total : 1,325.58	
230834	4/1/2023	892103 GAJDOS, BETTY	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 Total : 132.25	
230835	4/1/2023	891351 GARCIA, DEBRA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,856.80 Total : 1,856.80	
230836	4/1/2023	101281 GARIBAY, SAUL	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	2,280.31	

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230836	4/1/2023	101281 101281 GARIBAY, SAUL	(Continued)			Total : 2,280.31
230837	4/1/2023	101318 GLASGOW, KEVIN	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,811.06 Total : 1,811.06
230838	4/1/2023	891020 GLASGOW, ROBERT	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	314.00 Total : 314.00
230839	4/1/2023	101333 GODINEZ, FRAZIER C.	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,768.55 Total : 1,768.55
230840	4/1/2023	101409 GUERRA, LAUREN E	23-Apr		CALPERS HEALTH REIMB 072-180-0000-4127	587.29 Total : 587.29
230841	4/1/2023	891021 GUIZA, JENNIE	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02
230842	4/1/2023	102896 GUZMAN, ROSA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	587.29 Total : 587.29
230843	4/1/2023	891352 HADEN, SUSANNA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	603.64 Total : 603.64
230844	4/1/2023	101440 HALCON, ERNEST	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,342.00 Total : 1,342.00
230845	4/1/2023	891918 HARTWELL, BRUCE	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 Total : 689.04

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230846	4/1/2023	101465 HARVEY, DAVID	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 132.25
230847	4/1/2023	101466 HARVEY, DEVERY MICHAEL	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,217.00 1,217.00
230848	4/1/2023	101471 HASBUN, NAZRI A.	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	587.29 587.29
230849	4/1/2023	891023 HATFIELD, JAMES	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 689.04
230850	4/1/2023	892104 HERNANDEZ, ALFONSO	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,272.92 1,272.92
230851	4/1/2023	891024 HOOKER, RAYMOND	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
230852	4/1/2023	893616 HOUGH, LOIS	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	148.68 148.68
230853	4/1/2023	101597 IBRAHIM, SAMIR	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	415.50 415.50
230854	4/1/2023	101694 JACOBS, ROBERT	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 879.00
230855	4/1/2023	892105 KAHMANN, ERIC	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	415.50

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230855	4/1/2023	892105 892105 KAHMANN, ERIC	(Continued)			415.50
230856	4/1/2023	101786 KLOTZSCHE, STEVEN	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	448.36 448.36
230857	4/1/2023	891866 KNIGHT, DONNA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	123.03 123.03
230858	4/1/2023	892929 LEWIS, WANDA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
230859	4/1/2023	891043 LIEBERMAN, LEONARD	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 132.25
230860	4/1/2023	101933 LITTLEFIELD, LESLEY	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
230861	4/1/2023	102045 LLAMAS-RIVERA, MARCOS	23-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	1,361.42 1,361.42
230862	4/1/2023	102059 MACK, MARSHALL	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	587.29 587.29
230863	4/1/2023	891010 MAERTZ, ALVIN	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	397.06 397.06
230864	4/1/2023	888037 MARTINEZ, ALVARO	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,676.48 1,676.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230865	4/1/2023	102206 MILLER, WILMA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
230866	4/1/2023	102212 MIRAMONTES, MONICA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	555.22 555.22
230867	4/1/2023	102232 MIURA, HOWARD	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
230868	4/1/2023	892106 MONTAN, EDWARD	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	148.68 148.68
230869	4/1/2023	102365 NAVARRO, RICARDO A	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	448.36 448.36
230870	4/1/2023	102473 ORDELHEIDE, ROBERT	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,878.60 1,878.60
230871	4/1/2023	102483 OROZCO, ELVIRA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	148.68 148.68
230872	4/1/2023	102486 ORSINI, TODD	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	2,039.79 2,039.79
230873	4/1/2023	102569 PARKS, ROBERT	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,949.00 1,949.00
230874	4/1/2023	102580 PATINO, ARMANDO	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,949.00 1,949.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230874	4/1/2023	102580 102580 PATINO, ARMANDO	(Continued)			1,949.00
230875	4/1/2023	102527 PISCITELLI, ANTHONY	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	448.36 448.36
230876	4/1/2023	891033 POLLOCK, CHRISTINE	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	314.00 314.00
230877	4/1/2023	102735 QUINONEZ, MARIA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,358.28 1,358.28
230878	4/1/2023	891034 RAMSEY, JAMES	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	852.90 852.90
230879	4/1/2023	102864 RIVETTI, DOMINICK	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 879.00
230880	4/1/2023	102936 RUELAS, MARCO	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,856.80 1,856.80
230881	4/1/2023	891044 RUSSUM, LINDA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 132.25
230882	4/1/2023	103005 SALAZAR, TONY	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,325.58 1,325.58
230883	4/1/2023	103118 SENDA, OCTAVIO	23-Apr		CALPERS HEALTH REIMB 043-180-0000-4127	1,768.55 1,768.55

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230884	4/1/2023	892107 SHANAHAN, MARK	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	415.50 415.50
230885	4/1/2023	891035 SHERWOOD, NINA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
230886	4/1/2023	103175 SKOBIN, ROMELIA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,272.92 1,272.92
230887	4/1/2023	893677 SOLIS, MARGARITA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	517.13 517.13
230888	4/1/2023	103220 SOMERVILLE, MICHAEL	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,449.00 1,449.00
230889	4/1/2023	103394 TORRES, RACHEL	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
230890	4/1/2023	889588 UFANO, VIRGINIA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 132.25
230891	4/1/2023	103516 VAIRO, ANTHONY	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,449.00 1,449.00
230892	4/1/2023	888417 VALDIVIA, LAURA	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02
230893	4/1/2023	103550 VANICEK, JAMES	23-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	1,358.28

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230893	4/1/2023	103550 103550 VANICEK, JAMES	(Continued)			1,358.28
230894	4/1/2023	103562 VASQUEZ, JOEL	23-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	1,949.00 1,949.00
230895	4/1/2023	888562 VILLALPANDO, SEBASTIAN FRANK	23-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	415.50 415.50
230896	4/1/2023	103692 VILLALVA, FRANCISCO	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,768.55 1,768.55
230897	4/1/2023	891038 WAITE, CURTIS	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 689.04
230898	4/1/2023	103612 WALKER, MICHAEL	23-Apr		CALPERS HEALTH REIMB 027-180-0000-4127	210.90 210.90
230899	4/1/2023	103620 WARREN, DALE	23-Apr		CALPERS HEALTH REIMB 072-180-0000-4127	132.25 132.25
230900	4/1/2023	891036 WATT, DAVID	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 689.04
230901	4/1/2023	893690 WATTS, STEVE M.	23-Apr		CALPERS HEALTH REIMB 072-180-0000-4127	886.89 886.89
230902	4/1/2023	891037 WEBB, NANCY	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 269.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230903	4/1/2023	103643 WEDDING, JEROME	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	689.04
					Total :	689.04
230904	4/1/2023	103727 WYSBEEK, DOUDE	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
230905	4/1/2023	103737 YNIGUEZ, LEONARD	23-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	689.04
					Total :	689.04
97	Vouchers for bank code :		bank3		Bank total :	79,521.97
97	Vouchers in this report				Total vouchers :	79,521.97

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: Julia Fritz, City Clerk
Crystal Solis, Deputy City Clerk/Management Analyst

Date: April 17, 2023

Subject: Consideration to Adopt a Resolution Authorizing the Destruction of Certain Obsolete Records in Accordance with the City's Records Retention Schedule for the Maintenance and Disposition of Records

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8226 (Attachment "A"):

- a. Authorizing the City Clerk and City Attorney to complete a Destruction List Approval (Exhibit "A") authorizing the destruction of certain records and documents described in the detailed list (Exhibits "B" and "C") pursuant to the State of California, Government Code Section 34090 and the City's approved Records Retention Schedule for the Maintenance and Disposition of Records; and
- b. Authorizing the City Clerk to certify the Certificate of Destruction (Exhibit "D"); and
- c. Authorizing the City Clerk to take all related actions to dispose of such records.

BACKGROUND:

1. On November 5, 2001, the City Council adopted Resolution No. 6806 (Attachment "B") that approved the City's Records Retention Schedule for the Maintenance and Disposition of Record's Policy and Procedures (the "Policy"). The Resolution states that upon, written consent of the City Clerk and City Attorney, and with the approval of the City Council, "the City Clerk may destroy any City record, document, instrument, book or paper, under her charge, without making a copy thereof, after the same is no longer required." The Schedule is used to assign a retention timeframe for records in the custody of each City department and appropriately provides clear and concise direction to staff for the management of City records.

Consideration to Adopt a Resolution Authorizing the Destruction of Certain Obsolete Records in Accordance with the City's Records Retention Schedule for the Maintenance and Disposition of Records
Page 2 of 3

2. On April 4, 2022, the City Council adopted Resolution No. 8136 approving the disposition and destruction of 98 boxes of records that were no longer required to be retained.

ANALYSIS:

As a public agency, the City is required to actively, and appropriately manage its public records in accordance with Federal and State laws ensuring that the public and other interested parties have open, transparent and easily access City records, while allowing for reasonable destruction of records when necessary.

In 2001, the City Council adopted Resolution No. 6806 (Attachment "B") that adopted a Records Retention Schedule for the Maintenance and Disposition of Records (Policy) and provides a clear and concise description of guidelines for methods to manage the creation, utilization, maintenance, retention, preservation, and the destruction of records.

The resolution authorizes the disposition of City records in accordance with the State of California Government Code Section 34090 by written consent and approval of the City Clerk and the City Attorney. Upon final approval of the City Council, the City Clerk may destroy any City record, document, instrument, book or paper, under their charge, without making a copy thereof, after the same is no longer required. This resolution does not authorize the destruction of permanent records set forth in Government Code Section 34090, which includes: (a) records affecting the title of real property or liens thereon; (b) court records on any subject where litigation is pending; (c) records required to be kept by statute; (d) the minutes, ordinances or resolutions of the legislative body.

Since adoption of the Records Retention Schedule, Departments have requested authorization to destroy certain records, generally facilitated on an annual frequency. The Policy has been successful in appropriately providing direction to staff for each departments management of City records, eliminating duplication of effort, and minimizing and reducing storage space and costs and creating space for the storage of new records.

The following Departments have identified certain records (Exhibits "B" and "C" of Attachment "A") that qualify for destruction:

Administration	9	Boxes
Community Development	11	Boxes
Finance	22	Boxes
Police	90	Boxes
Recreation and Community Services	8	Boxes
Total:	140	Boxes

Consideration to Adopt a Resolution Authorizing the Destruction of Certain Obsolete Records in Accordance with the City's Records Retention Schedule for the Maintenance and Disposition of Records
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BUDGET IMPACT:

The cost to destroy these records is approximately \$4.50 per box and the funds are included in the Fiscal Year 2022-2023 Adopted Budget. The cost will be apportioned to each Department based on the number of boxes to be destroyed.

CONCLUSION:

Staff requests City Council approval for the disposition and destruction of approximately 140 boxes of records that are old, obsolete and no longer necessary for the day-to-day administration of the City. Pursuant to California Government Code Section 34090 and the City's adopted Resolution No. 6806, these records are eligible for destruction and the removal of these boxes will assist in creating storage space for new records.

ATTACHMENTS:

- A. Resolution No. 8226, including:
 - Exhibit A: Destruction List Approval
 - Exhibit B: Request for Destruction of Records
 - Exhibit C: Destruction List for Duplicates and Other Documents
 - Exhibit D: Certificate of Destruction
- B. Resolution No. 6806

RESOLUTION NO. 8226

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AUTHORIZING AND DIRECTING THE CITY CLERK TO
DESTROY CERTAIN CITY RECORDS AND DOCUMENTS PURSUANT TO THE
GOVERNMENT CODE OF THE STATE OF CALIFORNIA**

WHEREAS, Section 34090 of the Government Code of the State of California provides for the destruction of certain City records and documents with the approval of the legislative body by Resolution and the written consent of the City Attorney;

WHEREAS, the City Clerk and City Attorney have consented to the destruction of such documents and records Destruction List Approval (Exhibit "A"); and

WHEREAS, a list of City records and documents recommended for destruction has been prepared, attached hereto as Exhibit "B" and "C", Request for Destruction of Records and Destruction List for Duplicates and Other Documents, respectively; and in the opinion of the Department Head concerned, said City records and documents are no longer required.

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

SECTION 1. The City Clerk and City Attorney have requested authorization to destroy a detailed list of records (Exhibit "A"). The City Clerk is hereby authorized and directed to destroy those items listed in Exhibits "B" and "C" pursuant to procedures established in Resolution No. 6806 adopting the City's Retention Schedule for the Maintenance and Disposition of Records Policy and Procedures of the City of San Fernando. When the records are destroyed, the Certificate of Destruction (Exhibit "D") must be completed and original form must be filed with the City Clerk to be maintained as a permanent record attached to this Resolution.

SECTION 2. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution. This Resolution shall take effect and be in full force immediately.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 17th day of April 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. 8226 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 17th day of April, 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 April, 2023.

Julia Fritz, City Clerk

EXHIBIT "A"
RES. NO. 8226

DESTRUCTION LIST APPROVAL

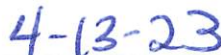
Attached is a Request for Destruction of Records submitted by Julia Fritz, City Clerk, requesting authorization to destroy the records described in the detailed list which is included with the attached request.

Pursuant to San Fernando City Council Resolution No. 6806, the types of records listed in the City's current records retention schedule are authorized for disposition as outlined in that schedule upon the written consent of the City Clerk and the City Attorney and approval by the City Council. The review by the City Clerk and the City Attorney must include the determination that the records requested for destruction no longer have any administrative value, legal value, evidential value, fiscal value, or research and historical value. The resolution also provides that the destruction of any record shall be by disposal, recycling, shredding or other effective method of destruction, as approved by the City Clerk. All records of a sensitive or confidential nature must be shredded, under the direct supervision of the City Clerk.

I have reviewed the list of records described in the attached request for destruction and have found the listed records to be in compliance with the established retention requirements. I have also determined that the subject records no longer have any administrative, legal, evidentiary, fiscal, or research and historical value. I hereby consent to their destruction and to the department-proposed method of destruction unless otherwise noted below.




City Clerk



Date

I have reviewed the list of records described in the attached request for destruction and have found the listed records to be in compliance with established retention requirements. I have also determined that the subject records no longer have any administrative, legal, evidentiary, fiscal, or research and historical value. I hereby consent to their destruction.

DocuSigned by:


0E6768364A9F4FC...
City Attorney

04/13/2023 | 5:18 PM PDT

Date

REQUEST FOR DESTRUCTION OF RECORDS**DEPARTMENT: ADMINISTRATION**

Listed below is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page number, record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and have been retained for the minimum period specified in Resolution No.6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Correspondence: California Arts Council	6	2005	2 years	2007
1	Correspondence: California State Controller	6	2007	2 years	2009
1	Project File: Centennial Fundraising Committee	5	2011	CL + 5	2015
1	Correspondence: Chamber Of Commerce	6 6	2000 2005	2 years 2 years	2002 2007
1	Citizen Complaints/Issues	6 6	2008 2009	2 years 2 years	2010 2011
1	Project File: City Services Guide	5	2004	CL + 5	2009
1	Correspondence: SFETT	6	2003	2 years	2005
1	Project File: Civic Park Kiosko	5	2004	CL + 5	2009
1	Correspondence: Congressmember	6	2002 – 2007	2 years	2009
1	Correspondence: Los Angeles County Department Of Animal Care & Control	6	1998 – 2008	2 years	2010
1	Correspondence: Los Angeles County Community Development Commission	6	2006 – 2009	2 years	2011
1	Correspondence: Los Angeles County City Selection Committee	6	2000 – 2006	2 years	2008

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Correspondence: Los Angeles County Chief Information Office	6	2004 – 2007	2 years	2009
1	Correspondence: Los Angeles County Department Of Consumer Affairs	6	2005	2 years	2007
1	Correspondence: Los Angeles County Department Of Public Health	6	2005 -2006	2 years	2008
1	Correspondence: Los Angeles County Sheriff's Department	6	2006	2 years	2008
1	Correspondence: Los Angeles County Library	6	1995 – 2009	2 years	2011
1	Correspondence: Los Angeles County Department Of Public Social Services	6 6 6	1997 2005 2006	2 years 2 years 2 years	1999 2007 2008
1	Correspondence: Los Angeles County Tax Assessor's Office	6 6	2003 2005	2 years 2 years	2005 2007
1	Disaster Council Presentation Copy	6 6 6	2007 2008 2009	2 years 2 years 2 years	2009 2010 2011
1	Disaster Management Area C Correspondence	6	2008	2 years	2010
1	Natural Hazard Mitigation Plan Copy	6	2007	2 years	2009
1	Correspondence: FEMA	6	2008	2 years	2010
1	Invoice/Payment Slips (Copy): Law Enforcement Management Inc	5	2007	2 years	2009
1	Emergency Preparedness Update Copy	6	2008	2 years	2010
1	Project File: Management Action Program	5	2004	CL + 5	2009
1	Project File: San Fernando Messaging Framework	5	2007	CL + 5	2012
1	State Of The City Address Copy	6	2008	2 years	2010
1	Project File: Mayor's Lunch	5 5	2004 2006	CL + 5 CL + 5	2009 2011
1	Invoice/Payment Slips (Copy): Metro	6	2006 – 2009	2 years	2011
1	Invoice/Payment Slips (Copy): MWD	6	2003 – 2009	2 years	2011
1	Munifinancial Purchase Order Copy	6	2005	2 years	2007
2	City Owned Properties List/Maps Copy	11	1990	AR + 2	1992
2	Invoice/Payment Slips (Copy): CDBG Planning Meeting	6	2002	2	2004
2	Redevelopment Agency Promotional Brochure Working Drafts	6	1995	2	1997

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
2	Weekly Status Reports	6	1994	2	1996
2	Invoice/Payment Slips (Copy): Partners In Care	6	2006	2	2008
2	Rigoberta Menchu Visit Planning Notes	6	2002	2	2004
2	Invoice/Payment Slips (Copy): Rueff Family Foundation	6	1999	2	2001
2	Sales Tax Info Copy	6	1998	2	2000
2	Corridor Specific Plan Study Session Notice & Returned Mail	5	2003	CL + 7	2010
2	San Fernando Parade Programs Copy	6	2003 – 2005	2	2007
2	Invoice/Payment Slips (Copy): San Fernando Middle School Performing Arts Center	6	1999	2	2001
2	Conformed Agenda Report Neighbor Clean Up Copy	6	2004	2	2006
2	Downtown Parking Lots Draft Eir Copy	6	2008	2	2010
2	City Hall Alarm Instructions Copy	6	2007	2	2009
2	Redevelopment Services Inquiries	6	1990 – 1993	2	1995
2	Richards Watson Gershon Opinion Letters	6	2000 – 2008	2	2010
2	Invoice/Payment Slips (Copy): Thomas & Thomas	5	2005 – 2008	2	2010
2	Invoice/Payment Slips (Copy): Potential Businesses	6	2004	2	2006
2	Invoice/Payment Slips (Copy): Los Angeles County District Attorney Office	6	2003	2	2005
2	Invoice/Payment Slips (Copy): CDBG Fund Exchange	6	2004 2006	2	2006 2008
2	Invoice/Payment Slips (Copy): Time Warner	6	1997 – 2006	2	2008
3	Project File: Employee Recognition Dinner/Lunch	5	2005 – 2009	CL + 5	2014
3	Invoice/Payment Slips (Copy): Senate Committee On Housing & Community Development	6	1999	2	2001
3	Down Town San Fernando Draft Eir Copy	6	2008	2	2010
3	Invoice/Payment Slips (Copy): Proposed Business – Espresso Mi Cultura Proposal	6	2000	2	2002
3	Project File: Lobbyist Services	5	2000	CL + 5	2005

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
3	Invoice/Payment Slips (Copy): Local Agency Formation Commission	6	2003	2	2005
3	Invoice/Payment Slips (Copy): LAUSD General	6	1989 – 2007	2	2009
3	Project File: Ab 1381 Town Hall Meeting	5	2006	CL + 5	2011
3	Parking District Copy	6	1975	2	1977
3	Project File: Mta Call For Projects Grant	5	1999	CL + 5	2004
3	Invoice/Payment Slips (Copy): Hdl	6	1998 – 2005	2	2007
3	Invoice/Payment Slips (Copy): Center For Civic Partnerships	6	2002 – 2004	2	2006
3	Project File: Heritage Week Project	5	1999	CL + 5	2004
3	Historic Preservation Element Copy	6	2005	2	2007
3	Invoice/Payment Slips (Copy): Proposed Business – Hometown Buffet	6	2001	2	2003
3	Invoice/Payment Slips (Copy): Proposed Business – Goudy Honda	6	2004	2	2006
3	Housing Element Draft Copy	6	1996	2	1998
3	Invoice/Payment Slips (Copy): Department Of Housing & Community Development	6	1997	2	1999
4	Invoices/Payment Slips Copies – Seifel	5	2009	2	2011
4	Invoices/Payment Slips Copies – Public Health Institute	5	2004 – 2009	2	2011
4	Invoices/Payment Slips Copies – California Downtown Association	5	2003 – 2010	2	2012
4	Invoices/Payment Slips Copies – Ascap	5	2011 – 2012	2	2014
4	Invoices/Payment Slips Copies – Omlo	5	2018/2019	2	2021
4	Master Card Ending 5003	5	2019	2	2021
4	Master Card Ending 1888	5	2018 - 2019	2	2021
4	Project File (Copy): LA RICS – JPA	6	2009	2	2011
4	Policy/Procedure Copy	6	1982 – 2004	2	2006
5	Miscellaneous Presentations Copy	6	2005 – 2006	2	2008
5	Project File (Copy): Living Wage Ordinance	5	1999	2	2001
5	Project File (Copy): Unattended Displays	5	1996	2	1998
5	Rbf Contract Amendment Copy	6	2008	2	2010


Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
5	Resolution 1029 Copy	6	2009	2	2011
5	Contract No 1616 Copy	6	2009	2	2011
5	Contract No 1584 Copy	6	2009	2	2011
5	Contract No 1547 Copy	6	2007	2	2009
5	Project Labor Agreement Draft Copy	6	2005	2	2007
5	Correspondence (Copy): HdI	6	1996 - 1997	2	1999
5	Property Inspection Summary Report Copy	6	1999	2	2001
5	Community Enhancement Project Draft Report Copy	6	1999	2	2001
5	Bid Files – Successful Bidder City Attorney Services	1	2013	A + 10	2023
5	Bid Files – Unsuccessful Bidder City Attorney Services	1	2013	5	2018
5	Bid Files – Successful Bidder Sequoia Financial Services	1	2011	A + 10	2021
5	Bid Files – Successful Bidder Tecs Environmental	1	2012	A + 10	2022
5	Bid Files – Successful Bidder City Attorney Services	1	2013	A + 10	2023
5	Bid Files – Successful Bidder Auditing Services	1	2012	A + 10	2022
5	Bid Files – Successful Bidder Sfpd Virtual Patrol	1	2010	A + 10	2020
5	Bid Files – Successful Bidder Elderly Nutrition Program	1	2012	A + 10	2022
5	Bid Files – Unsuccessful Bidder City Attorney Services	1	2012	5	2017
6	Bid Files – Successful Bidder It Services	1	2012	A + 10	2022
6	Bid Files – Unsuccessful Bidder It Services	1	2012	5	2017
6	Bid Files – Unsuccessful Bidder Labor & Employment Attorney	1	2012	5	2017
6	Bid Files – Successful Bidder Labor & Employment Attorney	1	2012	5	2017
6	Bid Files – Unsuccessful Bidder Auditing Services	1	2012	5	2017
6	Bid Files – Unsuccessful Bidder City Manager Recruitment	1	2013	5	2018
6	Bid Files – Unsuccessful Bidder Collection Services	1	2011	5	2016
6	Bid Files – Unsuccessful Bidder Npdes	1	2012	5	2017

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
	Environmental Regulations Consulting Services				
6	Bid Files – Unsuccessful Bidder Wireless Broadband Network	1	2010	5	2015
6	Bid Files – Unsuccessful Bidder Various As Needed Civil Engineering Services For Public Works Improvement Projects	1	2012	5	2017
7	Media Contacts & Correspondence	6	2000	2	2002
7	Press Releases	24	1999 – 2006	C + 2	2008
7	Project Files: Film Permits	31	2015 – 2017	C + 5	2022
7	Project Files: Fee Schedule	6	2011 – 2016	2	2018
7	Travel/Mileage Expenses (Copies): Ica Summer Seminar	16	2014 – 2018	2	2020
7	Travel/Mileage Expenses (Copies): ICA Winter Seminar	16	2014 – 2019	2	2021
7	Travel/Mileage Expenses (Copies): League Of California Cities Annual Conference	16	2013 – 2018	2	2020
7	Travel/Mileage Expenses (Copies): League Of California Cities New Mayors & Councilmembers Conference	16	2013	2	2015
7	Travel/Mileage Expenses (Copies): Lgbt Leaders Conference	16	2014 – 2016	2	2018
7	Travel/Mileage Expenses (Copies): Naleo Annual Conference	16	2014 – 2020	2	2022
7	Travel/Mileage Expenses (Copies): Scag Conference	16	2015 2018 - 2019	2	2017 2021
7	Travel/Mileage Expenses (Copies): Chsra Board Mtg	16	2015	2	2017
7	Travel/Mileage Expenses (Copies): Ica Meeting In Sacramento	16	2015	2	2017
7	Travel/Mileage Expenses (Copies): Yosomite Policy Makers Conf	16	2017	2	2019
7	Travel/Mileage Expenses (Copies): Calpers Education Forum	16	2018	2	2020
7	Travel/Mileage Expenses (Copies): Contract Cities Conf	16	2018	2	2020

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
7	Travel/Mileage Expenses (Copies): Ica Legislative Tour	16	2018	2	2020
7	Travel/Mileage Expenses (Copies): Water Now Alliance	16	2018	2	2020
7	Travel/Mileage Expenses (Copies): Womens Conf	16	2018	2	2020
7	Travel/Mileage Expenses (Copies): Sxsw	16	2019	2	2021
8	Project Files: Ev Charging Station Ribbon Cutting	5	2018	CL + 5	2023
8	Project Files: Metro Service Council	5	2014	CL + 5	2019
8	Project Files: Library Town Hall Mtg	5	2016	CL + 5	2021
8	Project Files: Tribute To Our Troops	5	2016 – 2017	CL + 5	2022
8	Project Files: Chalk Event	5	2015	CL + 5	2020
8	Project Files: Chief Parks Retirement	5	2015	CL + 5	2020
8	Project Files: Piug House Groundbreaking	5	2018	CL + 5	2023
8	Project Files: Dream Field Announcement	5	2018	CL + 5	2023
8	Project Files: Employee Recognition Lunch	5	2010	CL + 5	2015
8	Project Files: City Council Candidate Workshop	5	2011	CL + 5	2016
8	Project Files: State Controller Visit	5	2010	CL + 5	2015
8	Project Files: Community Forum	5	2010	CL + 5	2015
8	Project Files: Economic Alliance Meeting	5	2010	CL + 5	2015
8	Project Files: Pool Presentation	5	2010	CL + 5	2015
8	Project Files: Community Forum	5	2011	CL + 5	2016
8	Project Files: JC Penney Rally	5	2012	CL + 5	2017
8	Project Files: Town Hall Meeting	5	2012	CL + 5	2017
8	Project Files: Brokers Mixer	5	2010	CL + 5	2015
8	Project Files: Priorities	5	2010 – 2013	CL + 5	2018
8	Project Files: Phone Conferencing Phone Manuals	5	Outdated	CL + 5	2023
8	Project Files: Supplies	5	2013 – 2016	CL + 5	2021
8	Project Files: Organizational Charts	5	2010 – 2011	CL + 5	2016
8	Project Files: City Newsletter	5	2016	CL + 5	2021
8	Files: Sf Beautification Project	5	2015	CL + 5	2020

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
8	Project Files: National Night Out	5	2018	CL + 5	2023
8	Travel/Mileage Expenses (Copies): LOCC Annual Conf	16	2019	2	2021
8	Travel/Mileage Expenses (Copies): LOCC City Manager Conf	16	2015 2016 2020	2	2017 2018 2022
8	Travel/Mileage Expenses (Copies): LOCC New Mayors Conf	16	2020	2	2022
8	Travel/Mileage Expenses (Copies): CAPIO Annual Conf	16	2016 – 2018	2	2020
8	Travel/Mileage Expenses (Copies): ICA Winter Seminar	16	2020	2	2022
8	Travel/Mileage Expenses (Copies): WELL Conf	16	2020	2	2022
8	Travel/Mileage Expenses (Copies): GSMO Conf	16	2019 – 2020	2	2022
8	Travel/Mileage Expenses (Copies): LGBT Leaders Conf	16	2020	2	2022
8	Travel/Mileage Expenses (Copies): SXSW Conf	16	2020	2	2022
8	Travel/Mileage Expenses (Copies): CAJPA Conf	16	2017	2	2019
8	Travel/Mileage Expenses (Copies): APA Conf	16	2016	2	2018
8	Travel/Mileage Expenses (Copies): ICMA Conf	16	2015	2	2017
8	Travel/Mileage Expenses (Copies): Dept Head Retreat	16	2015	2	2017
8	Purchasing Records (Copy)	5	2014 – 2016	2	2016
8	Step Increases (Copy)	6	2010 - 2015	2	2017
8	Employee Leave Balances (Copy)	6	2016 – 2019	2	2021
8	Invoice/Payment Slips (Copy): Bob Murray & Assoc	5	2017	2	2019
8	Invoice/Payment Slips (Copy): Total Printing Supplies	5	2010 - 2015	2	2017
8	Invoice/Payment Slips (Copy): Sf Mall Downtown Assoc	5	2013	2	2015
8	Invoice/Payment Slips (Copy): Edgesoft	5	2012 – 2013	2	2015
8	Invoice/Payment Slips (Copy): Willdan Engineering	5	2014	2	2016
8	Invoice/Payment Slips (Copy): Misc Vendors	5	2018 - 2020	2	2022
8	Invoice/Payment Slips (Copy): Office Depot	5	2015 - 2020	2	2022

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
8	Invoice/payment slips (copy): Olivarez madrugá Lemieux o'neil, llp	5	2019 – 2021	2	2023
8	Invoice/payment slips (copy): Employee expense reimbursements & petty cash (copy)	5	2017 - 2020	2	2022
8	Invoice/payment slips (copy) Councilmember expense reimbursements: Joel Fajardo Antonio lopez Robert gonzales	5	2013 – 2020 2012 – 2019 2016 - 2020	2	2022
9	Project files (copy): Bus requests	5	2009 – 2015	CL + 5	2020
9	Project files (copy): Budget	5	2013 – 2018	CL + 5	2023
9	Project files (copy): calendar & notes	5	2014 – 2018	CL + 5	2023
9	Invoice/payment slips (copy): Master card ending 5003	5	2020	2	2022
9	Invoice/payment slips (copy): Master card ending 2219	5	2021	2	2023


 Department Head Signature

 Administration
 Department

 4/10/2023
 Date

REQUEST FOR DESTRUCTION OF RECORDS**DEPARTMENT: COMMUNITY DEVELOPMENT**

Listed below is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page number, record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and have been retained for the minimum period specified in Resolution No.6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
CDD 3	Building & Safety: Code Enforcement Case Files	9	2006-2019	C+3	
CDD 7	Building & Safety: Code Enforcement Case Files	9	2006-2019	C+3	



Department Head Signature

Community Development
Department

4/13/23
Date

CDD BOX #3

BUILDING AND SAFETY | CODE ENFORCEMENT CASE FILES

DATES: 2006-2019

836 N. Maclay

2009 Lucas

1212 Knox St.

1101 N. Maclay

1075 N. Maclay

132 Orange Grove

455 Mission

302 Macneil

1101 N. Maclay

211 N. Maclay

311 N. Maclay

227 N. Maclay

129 N. Maclay

127 N. Maclay

1207 Eighth St

458 N. Maclay

233 N. Maclay

214 N. Maclay

1025 N. Maclay

951 N. Maclay

800 N. Maclay

750 N. Maclay

657 N. Maclay

12920 Foothill

12980 Foothill #110

218 S. Brand

870 Arroyo

CDD BOX #3

BUILDING AND SAFETY | CODE ENFORCEMENT CASE FILES DATES: 2006-2019

836 Arroyo

925 Harding

12960 Foothill Blvd.

12980 Foothill Blvd.

1432 San Fernando Rd.

120 N. Maclay #B

719 Jessie St.

505 S. Huntington

925 Harding Ave.

1024 N. Maclay

504 N. Maclay

1040 San Fernando Rd.

510 Park Ave.

1112 N. Maclay

1203 N. Maclay

CDD BOX #7

BUILDING AND SAFETY ORDERS CODE ENFORCEMENT CASE FILES

DATES: 2006 - 2019

321 N. Maclay Ave
632 Alexander St.
11580 Amboy Ave
1640 Coronel st
872 N. Brand
756 N.Brand
333 N. Brand
333 N. Brand
750 N. Brand
714 Hagar St.
703 S. Huntington Ave
703 S. Huntington Ave
1121 Hewitt St
518 Kalisher St
14008 Hubbard St
1423 Kewen St.
650 Glenoaks blvd
533 N.Huntington St
446 N.Huntington St
442 N.Huntington St
444 N.Huntington St
127 Harps St.
1132 Hewitt St.
1406 Hollister St
300 Hubbard Ave
222 Jesse St.
238 Jesse St.
132 Harps St
309 Harding Ave
1711 Lucas St
1719 2nd street
809 7th street
204 N. Maclay Ave
561 s. Maclay Ave
623 N. Maclay Ave
1038 N. Maclay Ave
827 N. Maclay Ave
1101 N. Maclay Ave
916 Macniel St
395 Macniel St
1164 Macniel St
1214 Mott St
1117 Mountain View

CDD BOX #7

BUILDING AND SAFETY ORDERS CODE ENFORCEMENT CASE FILES

DATES: 2006 - 2019

1035 N. Workman St

1922 Warren St

541 N. Workman St

431 Workman St

110 N. Maclay Ave

226 N. Maclay Ave

119 N. Maclay Ave

209 N. Maclay Ave

227 N. Maclay Ave

321 N. Maclay Ave

420 N. Maclay Ave

211 s. Maclay Ave

1173 N. Maclay Ave

317 S. Maclay Ave

110 N. Maclay Ave

128 N. Maclay Ave

134 N. Maclay Ave

307 N. Maclay Ave

413 N. Maclay Ave

420 N. Maclay Ave

423 N. Maclay Ave

443 N. Maclay Ave

446 N. Maclay Ave

455 N. Maclay Ave

1110 Library st

455 N. Maclay Ave

513 N. Maclay Ave

513 N. Maclay Ave

514 N. Maclay Ave

537 N. Maclay Ave

537 N. Maclay Ave

621 N. Maclay Ave

622 N. Maclay Ave

665 N. Maclay Ave

672 N. Maclay Ave

672 N. Maclay Ave

701 N. Maclay Ave

701 N. Maclay Ave

712 N. Maclay Ave

719 N. Maclay Ave

719 N. Maclay Ave

722 N. Maclay Ave

750 N. Maclay Ave

CDD BOX #7

BUILDING AND SAFETY ORDERS CODE ENFORCEMENT CASE FILES

DATES: 2006 - 2019

756 N. Maclay Ave

744 N. Maclay Ave

800 N. Maclay

823 N. Maclay Ave

827 N. Maclay Ave

827 N. Maclay Ave

857 N. Maclay Ave

857 N. Maclay Ave

904 N. Maclay Ave

916 N. Maclay Ave

920 N. Maclay Ave

920 N. Maclay Ave

924 N. Maclay Ave

958 N. Maclay Ave

963 N. Maclay Ave

967 N. Maclay Ave

968 N. Maclay Ave

972 N. Maclay Ave

1001 N. Maclay Ave

1019 – 1021 N. Maclay Ave

1019 N. Maclay Ave

1024 N. Maclay Ave

1027 N. Maclay Ave

1051 N. Maclay Ave

1030 N. Maclay Ave

1035 N. Maclay Ave

1036 N. Maclay Ave

1075-1101 N. Maclay Ave

1051 N. Maclay Ave

1100 N. Maclay Ave

1110 N. Maclay Ave

1130 N. Maclay Ave

1160 N. Maclay Ave

1203 N. Maclay Ave

1203 N. Maclay Ave

REQUEST FOR DESTRUCTION OF RECORDS**DEPARTMENT: FINANCE**

Listed below is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page number, record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and have been retained for the minimum period specified in Resolution No.6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1-11	Warrants (Paid) (A/P)	14	FY 16/17	A+5	
12	Correspondence: Water Receipts	12	Mar 2019-May 2019	A+2	
13	Correspondence: Water Receipts	12	Jun 2019-Aug 2019	A+2	
14	Correspondence: Water Receipts	12	Sep 2019-Nov 2019	A+2	
15	Correspondence: Water Receipts	12	Dec 2019-Feb 2020	A+2	
16	Journal Entries	12	FY 11/12	A+10	
17	Journal Entries	12	FY 12/13	A+10	
18	Correspondence: Parking Permits Water Service Orders	12	2017 2020	A+2	
19-22	General Ledgers, Trial Bal, Rev and Exp	12	1989-2001	A+10	


Department Head Signature
Finance
 Department

4/11/2023
 Date

REQUEST FOR DESTRUCTION OF RECORDS**DEPARTMENT: POLICE DEPARTMENT**

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum period specified in Resolution No. 6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Arrest Records: Misdemeanor	22	1997-1998	10 Years	May 2023
	Arrest Records: Traffic Warrants	21	1997-1998	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1997-1998	10 Years	
2	Incident Reports	22	1997	3 Years	May 2023
	Arrest Records: Misdemeanor	22	1997	10 Years	
	Arrest Records: Felony	22	1997	10 Years	
	Arrest Records: Traffic Warrants	21	1997	2 Years	
3	Arrest Records: Misdemeanor	22	1997-1998	10 Years	May 2023
	Arrest Records: Felony	22	1997-1998	10 Years	
	Arrest Records: Traffic Warrants	21	1997-1998	2 Years	
4	Incident Reports	22	1997	3 Years	May 2023
	Traffic Collisions	24	1997	5 Years	
	Arrest Records: Misdemeanor	22	1997	10 Years	
	Arrest Records: Felony	22	1997	10 Years	
	Arrest Records: Traffic Warrants	21	1997	2 Years	
	Arrest Records: DA Reject	21	1997	4 Years	
5	Incident Reports	22	1997-1998	3 Years	May 2023
	Traffic Collisions	24	1997-1998	5 Years	
	Arrest Records: Misdemeanor	22	1997-1998	10 Years	
	Arrest Records: Traffic Warrants	21	1997-1998	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1997-1998	10 Years	
6	Incident Reports	22	1997	3 Years	May 2023
	Arrest Records: Misdemeanor	22	1997	10 Years	
	Arrest Records: Non-Traffic Warrants	22	1997	10 Years	
7	Incident Reports	22	1997	3 Years	May 2023
	Traffic Collisions	24	1997	5 Years	
	Vehicle Impounds	25	1997	3 Years	
	Arrest Records: Misdemeanor	22	1997	10 Years	
	Arrest Records: Traffic Warrants	21	1997	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1997	10 Years	
	Arrest Records: DA Reject	21	1997	4 Years	

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
8	Incident Reports	22	1997-1998	3 Years	May 2023
	Traffic Collisions	24	1997-1998	5 Years	
	Arrest Records: Misdemeanor	22	1997-1998	10 Years	
9	Incident Reports	22	1999	3 Years	May 2023
	Arrest Records: Misdemeanor	22	1999	10 Years	
	Arrest Records: Traffic Warrants	21	1999	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1999	10 Years	
	Arrest Records: DA Reject	21	1999	4 Years	
10	Incident Reports	22	1997	3 Years	May 2023
	Traffic Collisions	24	1997	5 Years	
	Arrest Records: Misdemeanor	22	1997	10 Years	
	Arrest Records: Felony	22	1997	10 Years	
	Arrest Records: Traffic Warrants	21	1997	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1997	10 Years	
11	Incident Reports	22	1998	3 Years	May 2023
	Traffic Collisions	24	1998	5 Years	
	Arrest Records: Misdemeanor	22	1998	10 Years	
	Arrest Records: Traffic Warrants	21	1998	2 Years	
	Arrest Records: DA Reject	21	1998	4 Years	
12	Incident Reports	22	1998	3 Years	May 2023
	Traffic Collisions	24	1998	5 Years	
	Arrest Records: Misdemeanor	22	1998	10 Years	
	Arrest Records: Felony	22	1998	10 Years	
	Arrest Records: Traffic Warrants	21	1998	2 Years	
13	Incident Reports	22	1997-1998	3 Years	May 2023
	Traffic Collisions	24	1997-1998	5 Years	
	Vehicle Impounds	25	1997-1998	3 Years	
	Arrest Records: Misdemeanor	22	1997-1998	10 Years	
	Arrest Records: Felony	22	1997-1998	10 Years	
	Arrest Records: DA Reject	21	1997-1998	4 Years	
14	Incident Reports	22	1997	3 Years	May 2023
	Traffic Collisions	24	1997	5 Years	
	Arrest Records: Misdemeanor	22	1997	10 Years	
	Arrest Records: Felony	22	1997	10 Years	
	Arrest Records: Traffic Warrants	21	1997	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1997	10 Years	
	Arrest Records: DA Reject	21	1997	4 Years	
15	Incident Reports	22	1998	3 Years	May 2023
	Traffic Collisions	24	1998	5 Years	
	Arrest Records: Misdemeanor	22	1998	10 Years	
	Arrest Records: DA Reject	21	1998	4 Years	
16	Incident Reports	22	1997	3 Years	May 2023
	Arrest Records: Misdemeanor	22	1997	10 Years	
	Arrest Records: Felony	22	1997	10 Years	
	Arrest Records: Traffic Warrants	21	1997	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1997	10 Years	
	Arrest Records: DA Reject	21	1997	4 Years	
17	Incident Reports	22	1997-1998	3 Years	May 2023
	Traffic Collisions	24	1997-1998	5 Years	
	Arrest Records: Misdemeanor	22	1997-1998	10 Years	
	Arrest Records: Felony	22	1997-1998	10 Years	
	Arrest Records: Traffic Warrants	21	1997-1998	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1997-1998	10 Years	
	Arrest Records: DA Reject	21	1997-1998	4 Years	
18	Arrest Records: Misdemeanor	22	1998	10 Years	May 2023
	Arrest Records: Juvenile Misdemeanor	22	1998	10 Years	

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
19	Incident Reports	22	1998	3 Years	May 2023
	Traffic Collisions	24	1998	5 Years	
	Vehicle Impounds	25	1998	3 Years	
	Arrest Records: Misdemeanor	22	1998	10 Years	
20	Incident Reports	22	1998	3 Years	May 2023
	Traffic Collisions	24	1998	5 Years	
	Arrest Records: Misdemeanor	22	1998	10 Years	
	Arrest Records: Traffic Warrants	21	1998	2 Years	
21	Arrest Records: Misdemeanor	22	1998	10 Years	May 2023
	Arrest Records: Traffic Warrants	21	1998	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1998	10 Years	
	Arrest Records: DA Reject	21	1998	4 Years	
22	Incident Reports	22	1997-1998	3 Years	May 2023
	Traffic Collisions	24	1997-1998	5 Years	
	Arrest Records: Misdemeanor	22	1997-1998	10 Years	
	Arrest Records: Felony	22	1997-1998	10 Years	
	Arrest Records: Traffic Warrants	21	1997-1998	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1997-1998	10 Years	
23	Incident Reports	22	1998	3 Years	May 2023
	Traffic Collisions	24	1998	5 Years	
	Arrest Records: Misdemeanor	22	1998	10 Years	
24	Arrest Records: Misdemeanor	22	1997-1998	10 Years	May 2023
	Arrest Records: Traffic Warrants	21	1997-1998	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1997-1998	10 Years	
	Arrest Records: Juvenile Misdemeanor	22	1997-1998	10 Years	
25	Arrest Records: Misdemeanor	22	1997-1998	10 Years	May 2023
	Arrest Records: Traffic Warrants	21	1997-1998	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1997-1998	10 Years	
26	Incident Reports	22	2013-2014	3 Years	May 2023
	Traffic Collisions	24	2013-2014	5 Years	
	Vehicle Impounds	25	2013-2014	3 Years	
	Arrest Records: Misdemeanor	22	2013-2014	10 Years	
	Arrest Records: Traffic Warrants	21	2013-2014	2 Years	
	Arrest Records: Non-Traffic Warrants	22	2013-2014	10 Years	
27	Traffic Collisions	22	2005	3 Years	May 2023
	Vehicle Impounds	25	2005	5 Years	
	Arrest Records: Misdemeanor	22	2005	10 Years	
	Arrest Records: DA Reject	21	2005	4 Years	
28	Arrest Records: Misdemeanor	22	2004-2005	10 Years	May 2023
	Arrest Records: DA Reject	21	2004-2005	4 Years	
29	Incident Reports	22	2005	3 Years	May 2023
	Traffic Collisions	24	2005	5 Years	
	Vehicle Impounds	25	2005	3 Years	
30	Incident Reports	22	2001-2005	3 Years	May 2023
	Traffic Collisions	24	2001-2005	5 Years	
	Vehicle Impounds	25	2001-2005	3 Years	
	Arrest Records: Felony	22	2001-2005	10 Years	
	Arrest Records: Non-Traffic Warrant	22	2001-2005	10 Years	
	Arrest Records: DA Reject	21	2001-2005	4 Years	
31	Traffic Collisions	24	2004-2007	5 Years	May 2023
	Vehicle Impounds	25	2004-2007	3 Years	
	Arrest Records: Misdemeanor	22	2004-2007	10 Years	
	Arrest Records: Traffic Warrants	21	2004-2007	2 Years	
	Arrest Records: Non-Traffic Warrant	22	2004-2007	10 Years	
	Arrest Records: DA Reject	21	2004-2007	4 Years	
	Arrest Records: Juvenile Misdemeanor	22	2004-2007	10 Years	

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
32	Traffic Collisions	24	2001-2005	5 Years	May 2023
	Vehicle Impounds	25	2001-2005	3 Years	
	Arrest Records: Misdemeanor	22	2001-2005	10 Years	
	Arrest Records: DA Reject	21	2001-2005	4 Years	
	Arrest Records: Juvenile	23	2001-2005		
33	Incident Reports	22	1997	3 Years	May 2023
	Arrest Records: Misdemeanor	22	1997	10 Years	
	Arrest Records: Felony	22	1997	10 Years	
	Arrest Records: Traffic Warrants	21	1997	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1997	10 Years	
34	Incident Reports	22	2004	3 Years	May 2023
	Traffic Collisions	24	2004	5 Years	
	Arrest Records: Misdemeanor	22	2004	10 Years	
	Arrest Records: Traffic Warrants	21	2004	2 Years	
	Arrest Records: Non-Traffic Warrants	22	2004	10 Years	
35	Incident Reports	22	2005	3 Years	May 2023
	Traffic Collisions	24	2005	5 Years	
	Vehicle Impounds	25	2005	3 Years	
	Arrest Records: Non-Traffic Warrants	22	2005	10 Years	
	Arrest Records: DA Reject	21	2005	4 Years	
36	Incident Reports	22	2004-2005	3 Years	May 2023
	Traffic Collisions	24	2004-2005	5 Years	
	Vehicle Impounds	25	2004-2005	3 Years	
	Arrest Records: Non-Traffic Warrants	22	2004-2005	10 Years	
	Arrest Records: DA Reject	21	2004-2005	4 Years	
37	Incident Reports	22	2005	3 Years	May 2023
	Vehicle Impounds	25	2005	3 Years	
	Arrest Records: Non-Traffic Warrants	22	2005	10 Years	
	Arrest Records: DA Reject	21	2005	4 Years	
38	Incident Reports	22	2005	3 Years	May 2023
	Traffic Collisions	24	2005	5 Years	
	Vehicle Impounds	25	2005	3 Years	
	Arrest Records: Non-Traffic Warrants	22	2005	10 Years	
39	Incident Reports	22	2005	3 Years	May 2023
	Traffic Collisions	24	2005	5 Years	
	Arrest Records: Misdemeanor	22	2005	10 Years	
40	Incident Reports	22	2005	3 Years	May 2023
	Traffic Collisions	25	2005	3 Years	
	Arrest Records: Non-Traffic Warrant	22	2005	10 Years	
	Arrest Records: DA Reject	21	2005	4 Years	
41	Incident Reports	22	1997	3 Years	May 2023
	Arrest Records: Misdemeanor	22	1997	10 Years	
	Arrest Records: Felony	22	1997	10 Years	
	Arrest Records: Traffic Warrants	21	1997	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1997	10 Years	
	Arrest Records: DA Reject	21	1997	4 Years	
42	Incident Reports	22	2006	3 Years	May 2023
	Arrest Records: Traffic Warrants	21	2006	2 Years	
	Arrest Records: Non-Traffic Warrants	22	2006	10 Years	
	Arrest Records: DA Reject	21	2006	4 Years	
43	Arrest Records: Misdemeanor	22	2001/2004	10 Years	May 2023
	Arrest Records: DA Reject	21	2001/2004	4 Years	
44	Arrest Records: Misdemeanor	22	2005	10 Years	May 2023
	Arrest Records: DA Reject	21	2005	4 Years	
45	Arrest Records: Misdemeanor	22	2001/2004	10 Years	May 2023
	Arrest Records: DA Reject	21	2001/2004	4 Years	

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
46	Incident Reports	22	2010	3 Years	May 2023
	Arrest Records: Traffic Warrants	21	2010	2 Years	
	Arrest Records: Non-Traffic Warrants	22	2010	10 Years	
	Arrest Records: DA Reject	21	2010	4 Years	
47	Incident Reports	22	2013	3 Years	May 2023
	Traffic Collisions	24	2013	5 Years	
	Vehicle Impounds	25	2013	3 Years	
	Arrest Records: DA Reject	21	2013	4 Years	
48	Incident Reports	22	2013	3 Years	May 2023
	Traffic Collisions	24	2013	5 Years	
	Vehicle Impounds	25	2013	3 Years	
	Expired Restraining Orders	24	2013	Current	
49	Incident Reports	22	2004-2005	3 Years	May 2023
	Traffic Collisions	24	2004-2005	5 Years	
	Vehicle Impounds	25	2004-2005	3 Years	
	Arrest Records: Misdemeanor	22	2004-2005	10 Years	
	Arrest Records: Traffic Warrants	21	2004-2005	2 Years	
	Arrest Records: Non-Traffic Warrants	22	2004-2005	10 Years	
	Arrest Records: DA Reject	21	2004-2005	4 Years	
50	Incident Reports	22	2013	3 Years	May 2023
	Traffic Collisions	24	2013	5 Years	
51	Incident Reports	22	2010	3 Years	May 2023
	Traffic Collisions	24	2010	5 Years	
	Vehicle Impounds	25	2010	3 Years	
	Arrest Records: Misdemeanor	22	2010	10 Years	
	Arrest Records: Non-Traffic Warrants	22	2010	10 Years	
52	Incident Reports	22	2010	3 Years	May 2023
	Traffic Collisions	24	2010	5 Years	
	Arrest Records: Traffic Warrants	21	2010	2 Years	
	Arrest Records: Non-Traffic Warrants	22	2010	10 Years	
	Arrest Records: DA Reject	21	2010	4 Years	
53	Incident Reports	22	2010	3 Years	May 2023
	Traffic Collisions	24	2010	5 Years	
	Arrest Records: Traffic Warrants	21	2010	2 Years	
54	Incident Reports	22	2013	3 Years	May 2023
	Traffic Collisions	24	2013	5 Years	
	Vehicle Impounds	25	2013	3 Years	
	Arrest Records: DA Reject	21	2013	4 Years	
55	Incident Reports	22	2013	3 Years	May 2023
	Traffic Collisions	24	2013	5 Years	
	Vehicle Impounds	25	2013	3 Years	
	Arrest Records: Misdemeanor	22	2013	10 Years	
56	Incident Reports	22	2011	3 Years	May 2023
	Traffic Collisions	24	2011	5 Years	
	Vehicle Impounds	25	2011	3 Years	
57	Incident Reports	22	2004-2005	3 Years	May 2023
	Traffic Collisions	24	2004-2005	5 Years	
	Vehicle Impounds	25	2004-2005	3 Years	
	Arrest Records: Misdemeanor	22	2004-2005	10 Years	
	Arrest Reports: DA Reject	21	2004-2005	4 Years	
58	Incident Reports	22	2013	3 Years	May 2023
	Traffic Collisions	24	2013	5 Years	
	Vehicle Impounds	25	2013	3 Years	
59	Incident Reports	22	2011	3 Years	May 2023
	Traffic Collisions	24	2011	5 Years	
	Vehicle Impounds	25	2011	3 Years	

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
60	Incident Reports	22	2011	3 Years	May 2023
	Traffic Collisions	24	2011	5 Years	
	Vehicle Impounds	25	2011	3 Years	
61	Incident Reports	22	2011	3 Years	May 2023
	Traffic Collisions	24	2011	5 Years	
	Arrest Records: Misdemeanor	22	2011	10 Years	
62	Incident Reports	22	2010/2013	3 Years	May 2023
	Traffic Collisions	24	2010/2013	5 Years	
	Vehicle Impounds	25	2010/2013	3 Years	
	Arrest Records: Misdemeanor	22	2010/2013	10 Years	
	Arrest Records: Traffic Warrants	21	2010/2013	2 Years	
63	Incident Reports	22	2011	3 Years	May 2023
	Traffic Collisions	24	2011	5 Years	
	Vehicle Impounds	25	2011	3 Years	
	Arrest Records: DA Reject	21	2011	4 Years	
64	Incident Reports	22	2010	3 Years	May 2023
	Traffic Collisions	24	2010	5 Years	
	Arrest Records: Misdemeanor	22	2010	10 Years	
65	Incident Reports	22	1995	3 Years	May 2023
	Arrest Records: Misdemeanor	22	1995	10 Years	
	Arrest Records: Felony	22	1995	10 Years	
	Arrest Records: Traffic Warrants	21	1995	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1995	10 Years	
	Arrest Records: DA Reject	21	1995	4 Years	
66	Incident Reports	22	1992	3 Years	May 2023
	Arrest Records: Misdemeanor	22	1992	10 Years	
	Arrest Records: Felony	22	1992	10 Years	
	Arrest Records: Traffic Warrants	21	1992	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1992	10 Years	
67	Incident Reports	22	1992	3 Years	May 2023
	Arrest Records: Misdemeanor	22	1992	10 Years	
	Arrest Records: Felony	22	1992	10 Years	
	Arrest Records: Traffic Warrants	21	1992	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1992	10 Years	
68	Arrest Records: Misdemeanor	22	1992/1999	10 Years	May 2023
	Arrest Records: Traffic Warrants	21	1992/1999	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1992/1999	10 Years	
69	Incident Reports	22	1999	3 Years	May 2023
	Arrest Records: Misdemeanor	22	1999	10 Years	
	Arrest Records: Felony	22	1999	10 Years	
	Arrest Records: Traffic Warrants	21	1999	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1999	10 Years	
	Expired Restraining Orders	24	1999	Current	
70	Arrest Records: Misdemeanor	22	1997	10 Years	May 2023
	Arrest Records: Felony	22	1997	10 Years	
	Arrest Records: Non-Traffic Warrants	22	1997	10 Years	
71	Incident Reports	22	1992/2004	3 Years	May 2023
	Vehicle Impounds	25	1992/2004	3 Years	
	Arrest Records: Traffic Warrants	21	1992/2004	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1992/2004	10 Years	
	Arrest Records: DA Reject	21	1992/2004	4 Years	
72	Incident Reports	22	1992	3 Years	May 2023
	Arrest Records: Misdemeanor	22	1992	10 Years	
	Arrest Records: Felony	22	1992	10 Years	
	Arrest Records: Traffic Warrants	22	1992	2 Years	
	Arrest Records: DA Reject	21	1992	4 Years	

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
73	Incident Reports	22	1999	3 Years	May 2023
	Traffic Collisions	24	1999	5 Years	
	Arrest Records: Misdemeanor	22	1999	10 Years	
	Arrest Records: Traffic Warrants	21	1999	2 Years	
	Arrest Records: Non-Traffic Warrant	22	1999	10 Years	
	Arrest Records: DA Reject	21	1999	4 Years	
74	Incident Reports	22	1988	3 Years	May 2023
	Arrest Records: Misdemeanor	22	1988	10 Years	
	Arrest Records: Traffic Warrants	21	1988	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1988	10 Years	
	Expired Restraining Orders	24	1988	Current	
	ABC Business Licenses	23	1988	2 Years	
75	Incident Reports	22	1995	3 Years	May 2023
	Arrest Records: Misdemeanor	22	1995	10 Years	
	Arrest Records: Felony	22	1995	10 Years	
	Arrest Records: Traffic Warrants	21	1995	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1995	10 Years	
	Arrest Records: DA Reject	21	1995	4 Years	
76	Incident Reports	22	1993	3 Years	May 2023
	Arrest Records: Misdemeanor	22	1993	10 Years	
	Arrest Records: Felony	22	1993	10 Years	
	Arrest Records: Traffic Warrants	21	1993	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1993	10 Years	
	Expired Restraining Orders	24	1993	Current	
	Liquor Applications	23	1993	2 Years	
	Traffic Citations	21	1993	2 Years	
77	Incident Reports	22	1999	3 Years	May 2023
	Traffic Collisions	24	1999	5 Years	
	Arrest Records: Misdemeanor	22	1999	10 Years	
	Arrest Records: Traffic Warrants	21	1999	2 Years	
	Arrest Records: Non-Traffic Warrant	22	1999	10 Years	
	Arrest Records: DA Reject	21	1999	4 Years	
78	Incident Reports	22	1999	3 Years	May 2023
	Traffic Collisions	24	1999	5 Years	
	Arrest Records: Misdemeanor	22	1999	10 Years	
	Arrest Records: Felony	22	1999	10 Years	
	Arrest Records: Traffic Warrants	21	1999	2 Years	
	Arrest Records: Non-Traffic Warrant	22	1999	10 Years	
	Arrest Records: DA Reject	21	1999	4 Years	
79	Incident Reports	22	1995	3 Years	May 2023
	Arrest Records: Misdemeanor	22	1995	10 Years	
	Arrest Records: Traffic Warrants	21	1995	2 Years	
	Arrest Records: Non-Traffic Warrants	22	1995	10 Years	
80	Personnel Files	24	2005-2014	5 Years	May 2023
	CCW	21	2005-2014	3 Years	
81	Personnel Files	24	2004-2016	5 Years	May 2023
	Police Officer Applications	22	2004-2016	5 Years	
	Volunteer Applications	22	2004-2016	5 Years	
82	Personnel Files	24	2012-2017	5 Years	May 2023
	Background Files	22	2012-2017	5 Years	
83	Personnel Files	24	2005-2015	5 Years	May 2023
	Background Files	22	2005-2015	5 Years	
84	Personnel Files	24	2012-2015	5 Years	May 2023
	Background Files	22	2005-2015	5 Years	
85	Duplicate Copies of Payroll	24	2016-2017	6 Months	May 2023

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
86	Personnel Files	24	2004-2012	5 Years	May 2023
	Background Files	22	2004-2012	5 Years	
87	Staff Meeting Notes/Correspondences	22	2001-2009	2 Years	May 2023
88	Internal Affair Files	24	2004-2007	5 Years	May 2023
	Personnel Files	24	2005-2014	5 Years	
89	Internal Affair Files	24	2000-2007	5 Years	May 2023
	Duplicate Copies of Evaluations	24	2000-2007	6 Months	
	Duplicate Copies of Memorandums	24	2000-2007	6 Months	
90	Personnel Files	24	2009-2016	5 Years	May 2023



Department Head Signature

Police
Department

4/7/23
Date

REQUEST FOR DESTRUCTION OF RECORDS**DEPARTMENT: RECREATION AND COMMUNITY SERVICES**

Listed below is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page number, record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.


I hereby certify that the records listed below and/or attached are more than two years old and have been retained for the minimum period specified in Resolution No.6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

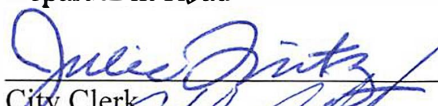
Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Program Registration / Waiver of Liability	30	2015	5 years	2023
2	Deposit Slips/Receipts	14	2017	5 years	2023
2	Facility Reservation Forms	30	2017	2 years	2023
2	Security Deposit Receipts	14	2017	5 years	2023
2	Employee Leave Balance		2017	5 years	2023
3	Registration Receipts	14	2017	5 years	2023
4	Registration Receipts	14	2018	5 years	2023
4	Facility Reservation Forms	30	2019	2 years	2023
5	Deposit Slips/Receipts	14	2016	5 years	2023
5	Deposit Slips/Receipts	14	2015	5 years	2023
6	Facility Reservation Forms	30	2018	2 years	2023
6	Registration Receipts	14	2018	5 years	2023
6	Registration Receipts	14	2017	5 years	2023
6	Registration Receipts	14	2016	5years	2023
7	Registration Receipts	14	2015	5 years	2023


EXHIBIT "C"
RES. NO. 8226**DESTRUCTION LIST FOR DUPLICATES AND OTHER DOCUMENTS
NOT REQUIRING CITY COUNCIL RESOLUTION OR APPROVAL**

Box No.	Department:	Type of Item or Name of File or File Series	Inclusive Dates or Date of Last Item
CDD 1	Community Development	Code Enforcement – Case Files	2016-2018
CDD 2	Community Development	Code Enforcement – Case Files	2001-2017
CDD 4	Community Development	Graffiti Reports and Key Performance Indicators	2017-2019
CDD 5	Community Development	Code Enforcement – Case Files	2021-2022
CDD 6	Community Development	Code Enforcement – Case Files	2021-2022
CDD 10	Community Development	Fee Receipt Reports	2017-2019
CDD 11	Community Development	Fee Receipts	2017-2018

APPROVED:


 Department Head


 City Clerk


 City Attorney

4/13/23
Date

4-13-23
Date

4-13-23
Date

CERTIFICATE OF DESTRUCTION

I hereby certify that the destruction of the records described in the attached list was approved by the San Fernando City Clerk and City Attorney on _____, pursuant to the authority provided by San Fernando City Council Resolution No. 6806. The approved method of destruction for these records is shredding.

City Clerk

Date

I hereby certify that, pursuant to the forgoing authority, the records described in the attached list as requested by City Clerk Julia Fritz were destroyed on: _____. I further certify that the method of destruction used was shredding and that I, Julia Fritz supervised the destruction of said records.

Signature

Title

Date

This certification must be completed and signed by the person supervising the destruction of records and the original form must be filed with the City Clerk to be maintained as a permanent record attached to the original Request for Destruction of Records and Destruction List Approval forms.

**CITY OF SAN FERNANDO
CITY COUNCIL
RESOLUTION NO. 6806**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, ADOPTING A RETENTION
SCHEDULE FOR THE MAINTENANCE AND DISPOSITION OF
RECORDS.**

The City Council of the City of San Fernando hereby finds and resolves:

WHEREAS, the retention of numerous records is unnecessary after a certain period of time for the effective and efficient operation of the government of the City of San Fernando.

WHEREAS, the approval of guidelines for the ongoing disposition of obsolete City records will assist the City in the effective management of records, as well as provide for the efficient review of records proposed for disposal.

WHEREAS, Section 34090, et seq. of the Government Code of the State of California provides the parameters whereby any City record which has served its purpose and is no longer required may be destroyed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Fernando as follows:

Section 1. The attached Records Retention Schedule, which is attached hereto as Appendix I and incorporated herein by this reference, is hereby approved.

Section 2. The types of records identified in the Records Retention Schedule, generated or received by the City are hereby authorized for disposition as outlined in that schedule in accordance with Section 34090, et seq. of the Government Code of the State of California, upon the written consent of the City Clerk and the City Attorney, and with the approval of the City Council of the City.

Section 3. Upon such written consent and approval, the City Clerk may destroy any City record, document, instrument, book or paper, under his or her charge, without making a copy thereof, after the same is no longer required. This resolution does not authorize the destruction of permanent records set forth in Government Code Section 34090, which include: (a) records affecting the title of real property or liens thereon; (b) court records on any subject where litigation is pending; (c) records required to be kept by statute; (d) records less than two years old; (e) the minutes, ordinances or resolutions of the legislative body or of a City Board or Commission. The review by the City Clerk and the City Attorney shall include the determination that the subject records no longer have any administrative value, legal value, evidential value, fiscal value or research and historical value.

Section 4. The destruction of any record as provided for herein shall be by disposal, recycling, shredding or other effective method of destruction, as approved by the City Clerk. All records of a sensitive or confidential nature shall be shredded, under the direct supervision of the City Clerk.

Section 5. The term “record” or “records,” as defined in Government Code Section 14741 and as used herein, shall mean all papers, maps, exhibits, magnetic or paper tapes, photographic films and prints, punched cards, and other documents produced, received, owned or used by the City, regardless of physical form or characteristics; that the term “public records,” as defined in Government Code Section 6252 and used herein, shall include any writing containing information relating to the conduct of the public’s business prepared, owned, used or retained by the City regardless of physical form or characteristics; and that the term “writing,” as defined in Government Code Section 6252 and as used herein, shall mean handwriting, typewriting, printing, photostating, photographing and every other means of recording upon any form of communication or representation, including letters, words, pictures, sounds, or symbol, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, magnetic or punched cards, discs, drums and other documents.

Section 6. Any records not specified in the Records Retention Schedule shall not be destroyed without the express approval of the City Attorney and a resolution acted upon by the City Council.

Section 7. On each occasion that a Department Head requests the destruction of records, such request shall be made on a “Request for Destruction of Records” form (see attached sample identified as Exhibit “A”). This form shall include the finding that all of the records are more than two years old and/or have been retained for the minimum retention period as specified in this resolution. This form shall include the determination that the records no longer have any administrative, legal, evidential, fiscal or research and historical value. This form shall also indicate that it includes or has attached to it a detailed list of all of the records with a description sufficient for identification, including the year of the record, the category from the Records Retention Schedule, and a specific description of the record. The City Clerk and the City Attorney shall authorize the destruction of records on a “Destruction List Approval” form (see attached sample identified as Exhibit “B”). This form shall include the determination that the records no longer have any administrative, legal, evidential, fiscal, research or historical value. This form shall also indicate that attached to it is the “Request for Destruction of Records” form and a detailed list of records submitted by the Department Head. A “Certificate of Destruction” form (see attached sample form identified as Exhibit “C”) shall be completed when the records have been destroyed. This form shall stipulate the date of the destruction, the destruction method used and who supervised the destruction. If the Department Head designates the records for microfilming, a “Request for Microfilming” form should be submitted to the City Clerk for processing (see attached sample form identified as Exhibit “D”). All four forms shall be maintained as permanent City records in the City Clerk’s office. While the attached sample forms may be changed periodically and may even be consolidated, each of them shall retain the titles shown and shall contain the required information specified in this section.

Section 8. Pursuant to Section 34090.7 of the Government Code of the State of California, notwithstanding the provisions of Section 34090, the City Council may prescribe a procedure under which duplicates of City records less than two years old may be destroyed if they are no longer required.

Section 9. The City Council hereby authorizes destruction of duplicate records, utilizing Exhibit "E," attached hereto, with the approval of the Department Head, the City Clerk and the City Attorney.

Section 10. The Records Retention Schedule shall be reviewed on an annual basis by the City Clerk. The review process shall include a legal analysis with regard to any changes in the various statutes. Following a thorough review, the City Clerk shall present the entire Records Retention Schedule with any recommended changes to the City Council for approval.

Section 11. Pursuant to Government Code Section 6200 relating to offenses by an official custodian, every officer having the custody of any record, map or book, or of any paper or proceeding of any court, filed or deposited in any public office, or placed in his or her hands for any purpose, is punishable by imprisonment in the state prison for two, three or four years if, as to the whole or any part of the record, map, book, paper or proceeding, the officer willfully does or permits any other person to do any of the following: (a) steal, remove or secrete; (b) destroy, mutilate or deface; or (c) alter or falsify. Pursuant to Section 6201, relating to offenses by persons other than custodial officers, every person not an officer referred to in Section 6200, who is guilty of any of the acts specified in that section, is punishable by imprisonment in the state prison, or in a county jail not exceeding one year, or by a fine not exceeding one thousand dollars (\$1,000), or by both such fine and imprisonment.

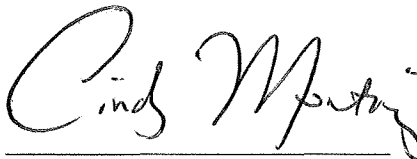
Section 12. Resolution No. 6156 is hereby rescinded.

Section 13. This resolution shall be in full force and effect immediately upon its passage and adoption thereof.

PASSED, APPROVED and ADOPTED this 5th day of Nov., 2001.

ATTEST:


CITY CLERK


MAYOR


APPROVED AS TO FORM:


CITY ATTORNEY

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

I, Wilma Miller, City Clerk of the City of San Fernando, do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of San Fernando held on the 5th day of October, 2001, and was carried by the following roll call vote:

AYES: Montanez, Hernandez, De La Torre, Di Tomaso, Ramos - 5
NOES: None - 0
ABSENT: None - 0



City Clerk

SAMPLE FORM - EXHIBIT A

REQUEST FOR DESTRUCTION OF RECORDS

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is _____.

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum retention period specified in Resolution No. _____. I further certify that the records listed no longer have any administrative, legal, evidential, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

<u>Box No.</u>	<u>Record Series Title & Contents</u>	<u>Retention Schedule Page No.</u>	<u>Date(s) of Records</u>	<u>Retention Requirements</u>	<u>Destruction Date</u>
1	Fin. - Correspondence	1	1991-1992 (FOR EXAMPLE)	3 years	1995

Department Head Signature_____
Department_____
Date

SAMPLE FORM - EXHIBIT "B"

DESTRUCTION LIST APPROVAL

Attached is a Request for Destruction of Records submitted by _____
(Department Head) of the _____ Department, dated _____
requesting authorization to destroy the records described in the detailed list which is included with
the (attached) request.

Pursuant to San Fernando City Council Resolution No. 01-_____, the types of records listed in
the City's current records retention schedule are authorized for disposition as outlined in that
schedule upon the written consent of the City Clerk and the City Attorney and approval by the
City Council. The review by the City Clerk and the City Attorney must include the determination
that the records requested for destruction no longer have any administrative value, legal value,
evidential value, fiscal value, or research and historical value. The resolution also provides that
the destruction of any record shall be by disposal, recycling, shredding or other effective method
of destruction, as approved by the City Clerk. All records of a sensitive or confidential nature
must be shredded, under the direct supervision of the City Clerk.

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I have reviewed the list of records described in the attached request for destruction and have
found the listed records to be in compliance with the established retention requirements. I have
also determined that the subject records no longer have any administrative, legal, evidential, fiscal,
or research and historical value. I hereby consent to their destruction and to the department-
proposed method of destruction unless otherwise noted below.

City Clerk

Date

I have reviewed the list of records described in the attached request for destruction and have
found the listed records to be in compliance with the established retention requirements. I have
also determined that the subject records no longer have any administrative, legal, evidential, fiscal,
or research and historical value. I hereby consent to their destruction.

City Attorney

Date

SAMPLE FORM - EXHIBIT "C"

CERTIFICATE OF DESTRUCTION

I hereby certify that the destruction of the records described in the attached list was approved by the San Fernando City Clerk on (date) _____ and by the City Attorney on (date) _____ pursuant to the authority provided by San Fernando City Council Resolution No. 01-____. The approved method of destruction for these records is _____.

City Clerk Date

I hereby certify that, pursuant to the foregoing authority, the records described in the attached list as requested by the _____ Department were destroyed on (date) _____.

I further certify that the method of destruction used was _____ and that I, _____, as the Department Head or his/her designee, supervised the destruction of said records.

Signature Title Date

This certification must be completed and signed by the person supervising the destruction of records and the original form must be filed with the City Clerk to be maintained as a permanent record attached to the original Request for Destruction of Records and Destruction List Approval forms.

ORIGINAL - TO CITY CLERK
COPY FOR FILE

DEPARTMENT _____

REQUEST FOR MICROFILMING

1. PAGE NO. ON RETENTION SCHEDULE	2. NAME OR TYPE OF FILE OR ITEM	3. APPROXIMATE QUANTITY	4. SIZE OF ITEMS TO BE FILMED	5. FORMAT		6. DISPOSITION OF FILES	
				ROLL	FRAME	RETURN	DESTROY

ORIGINAL FILM WILL BE RETAINED BY CITY CLERK'S OFFICE FOR
ARCHIVAL STORAGE. ONE COPY WILL BE MADE FOR DEPARTMENT'S
USE. IF MORE THAN ONE COPY IS NEEDED, NOTE HERE _____

RECORD COORDINATOR _____

DATE _____

DEPARTMENT HEAD _____

CITY CLERK'S OFFICE

RECEIVED _____

FILMING COMPLETED _____

ROLL NUMBERS _____

FORM D

SAMPLE FORM - EXHIBIT "E"

**DESTRUCTION LIST FOR DUPLICATES
AND OTHER DOCUMENTS NOT REQUIRING
CITY COUNCIL RESOLUTION OR APPROVAL**

<u>Type of Item or Name of File or File Series</u>	<u>Inclusive Dates or Date of Last Item</u>
---	--

APPROVED: _____ Department Head	Date _____
_____ City Clerk	_____ Date
_____ City Attorney	_____ Date

CITY OF SAN FERNANDO - RECORDS RETENTION SCHEDULE

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
CC	Agreements, Contracts & Leases	CL	2	Yes	P	Microfilm or permanent . (Duplicate copies of contract documents are in project files and bid files.) (CCP 337.15)
	Contract Documents					
	Performance Bonds/					
	Contract Bonds					
	Certificates of Insurance					
	Correspondence					
	Annexation Files	P	-	Yes	P	Microfilm or permanent . (GC34090)
	Secretary of State					
	Acceptance Certificate					
	Council Approval					
	Other Documentation					
	Appointments List	5	-	No	5	(GC34090)
	Assessment District Files	C	3	No	C+3	Duplicate series, official is in Finance. (GC34090)
	Bid Files - Successful Bidder	A+2	8	No	A+10	(Bid file may include duplicate copy of performance bond and certificate of insurance.) (GC34090; CCP 337.15)
	Request for Proposal					
CC	Invitation to Bid					
	Notice Inviting Bids					
	Proof of Publication					
	List of Bidders					
	Proposal / Bid					
	Letter Awarding Bid					
	Bid Files – Unsuccessful Bidders	2	3	No	5	(GC34090)
	Request for Proposal					
	Invitation to Bid					
	List of Bidders					
	Proposal / Bid					
	Letter of Notification					
	Bond Files	E+2	-	No	E+2	Duplicate series, official is in Finance. (GC34090)
	Budget Files (City)	2	-	No	2	Duplicate series, official is in Finance. (GC34090)
	City History Files	P	-	Yes	P	Microfilm or permanent (GC34090)
	News clippings					
	Photographs					

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APPENDIX I

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Proclamations					
	City Newsletters					
	City Incorporation Documents	P	-	Yes	P	Permanent (GC34090)
	Civil Service Commission	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Agendas – Sworn Originals					
	Civil Service Commission	P	-	Yes	P	Microfilm or permanent (GC34090)
	Minutes & Resolutions					
	Claims	2	-	No	2	Duplicate series, official is in Risk Management. (GC34090)
	Correspondence	2	-	No	2	(GC34090)
	Council Agendas - Sworn	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Originals					
	Council Meetings Notices	3	4	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Special Meetings					
	Adjourned Meetings					
	Council Minutes	P	-	Yes	P	Permanent (GC34090)
	Council Minutes, Resolutions &	S	-	No	S	
	Ordinances Index					
	Council Ordinances	P	-	Yes	P	Permanent (GC34090)
	Council Resolutions	P	-	Yes	P	Permanent (GC34090)
	Deeds Index	S	-	No	S	Deeds are in Real Property files.
	Deeds Transaction Files	CL	2	Yes	P	Microfilm or permanent (GC34090a)
	Correspondence					
	Transmittals					
	Bills of Sale					
	Election Candidate Materials -	T	7	Yes	P	Microfilm or permanent (GC34090; GC81009)
	Candidates Elected					
	Candidate Statement					
	Nomination Papers &					
	Petitions					
	Campaign Statement (FPPC					
	400 Series)					
	Statement of Economic					
	Interest (FPPC Form 721)					
	Oath of Office					
CC	Election Candidate Materials -	2	5	No	7	(GC34090; GC81009)

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APPENDIX I

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Candidates Not Elected Candidate Statement Nomination Papers Campaign Statement (FPPC 400 Series) Statement of Economic Interest (FPPC Form 721)					
	Election Files Legal Notices Proof of Publication Certified List of Candidates	CL+1	4	No	CL+5	(GC81009)
	Election Materials - Roster of Voters (Special Elections)	CL+1	4	No	CL+5	For consolidated elections, Los Angeles County Registrar is the Office of Record for this series. (EC17300)
	Election Materials - Special Elections Ballots Envelope #4 (Tally Sheets, Copies of Index, Challenge List, Assisted Voters List) Inspectors Receipts for Ballots Precinct Officers Appointment Forms Absentee Applications Absentee I.D. Envelopes Code of Fair Campaign Practices	6 months	-	-	6 months	For consolidated elections, Los Angeles County Registrar is the Office of Record for this series. (California Constitution Art. XIII)
	Election Petitions Initiatives Referendums Charter Amendments Recalls	8 months	-	-	8 months	(EC17200)
	Election - Precinct Maps	5	-	No	5	(GC34090)
	Environmental Impact Reports & Studies	25	P	Yes	P	Microfilm or permanent (GC34090)

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APPENDIX I

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
CC	Equipment Ownership Records	T+2	-	No	T+2	(GC34090)
	Pink Slips					
	Manuals					
	Fidelity Bonds - Designated	E+1	4	No	E+5	(GC34090)
	City Employees					
	Fidelity Bond - City					
	Treasurer					
	Fidelity Bond - City Clerk					
	Franchise Files	CL	2	Yes	P	Microfilm or permanent (GC34090)
	Agreements					
	Correspondence					
	Reports					
	General Plan & Amendments	5	2	No	7	Duplicate Series. Official is in Planning. (GC34090)
	General Plan					
	General Plan Elements					
	Housing Authority Agendas -	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Sworn Originals					
	Housing Authority Minutes	P	-	Yes	P	Microfilm or permanent (GC34090)
	Housing Authority Resolutions	P	-	Yes	P	Microfilm or permanent (GC34090)
	Insurance Policies & Certificates	P	-	Yes	P	Microfilm or permanent Excludes Certificate of Insurance for contractors working for the city. (See Agreements, Contracts & Leases.) Excludes Certificates of Insurance for permit-holders (kept by Building Dept.). (GC34090)
	City-owned policies					(GC34090)
	Manuals, Policies, Procedures & Bulletins	S+5	-	No	S+5	(GC34090)
	Municipal Code & Amendments	P	-	Yes	P	Microfilm or permanent (GC34090)
	Parking Authority Agendas -	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Sworn Originals					
	Parking Authority Minutes	P	-	Yes	P	Microfilm or permanent (GC34090)
	Parking Authority Resolutions	P	-	Yes	P	Microfilm or permanent (GC34090)
	Planning Commission	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Agendas – Sworn Originals					
	Planning Commission Minutes	5	-	No	5	Duplicate series, originals are in Planning. (GC34090)
	& Resolutions					

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Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
CC	Project Files	CL+1	4	No	CL+5	(GC34090)
	Public Hearings Files	CL+1	6	No	CL+7	(GC34090)
	Notice					
	Proof of Publication					
	Transmittal Letter from Department					
	Returned Certified Mail					
	Purchasing Records	2	-	No	2	Duplicate series, official is in Finance. (GC34090)
	Purchase Orders					
	Request for Payment					
	Requisitions					
	Real Property Files	P	-	Yes	P	Microfilm or permanent (GC34090)
	Deeds					
	Easements					
	Liens					
	Condemnations					
	Title Insurance Records					
	Records Management Documents	P	-	Yes	P	Microfilm or permanent (GC34090)
	Retention Schedules					
	Destroyed Records Lists					
	Stored Records Lists					
	Redevelopment Agency	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Agendas - Sworn Originals					
	Redevelopment Agency Minutes	P	-	Yes	P	Microfilm or permanent (GC34090)
	Redevelopment Agency Resolutions	P	-	Yes	P	Microfilm or permanent (GC34090)
	Software & Documentation	S	-	No	S	(Note: Nonrecord)
	Statement of Economic Interest - Designated City Employees, Officeholders & Appointees	5	P	Yes	P	Microfilm or permanent (GC81009)

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Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
CC	FPPC Form 730 - City Employees					
	FPPC Form 721 - Officeholders & Appointees					
	Studies & Reports	2	-	No	2	(GC34090)
	Subject & Correspondence Files	2	-	No	2	(GC34090)
	Uniform Codes	P	-	Yes	P	Microfilm or permanent (GC34090)
	Building Code					
	Mechanical Code					
	National Electrical Code					
	Plumbing Code					

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Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Block Grants					
Plan	Grants - CDBG Program Administration Files	C	4	No	C+4	7 CFR 3016.42
	Grants - CDBG Project Administration Files	C	4	No	C+4	7 CFR 3016.42
	Grants - Grant Administration & Implementation Files	C	4	No	C+4	7 CFR 3016.42
	Building & Safety					
B & S	Building & Safety - Address Files	P	-	Yes	P	Microfilm or permanent (GC34090)
	Building & Safety - Building Numbering Maps	P	-	Yes	P	Microfilm or permanent (GC34090)
	Building & Safety - Counter Manual: Fee Schedules Procedures & Instructions	S	-	No	S	(GC34090)
	Building & Safety - Disaster Response Program Files Disaster Response Plan Resources/Contacts Lists	S	2	No	S+2	(GC34090)
	Building & Safety - Earthquake Records - Inspections/Address Log	C	5	No	C + 5	(GC 34090)

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Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
B & S	Building & Safety - Plan Review Files: Building Permits Plumbing Permits Electrical Permits Heating/Ventilation/A.C. Permits Sign permits Inspections Record Sheets Drawings Certificates of Occupancy Substandard Housing Abatement Correspondence & Backup Data	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Building & Safety - Plans & Drawings (Commercial Structures)	T	-	-	T	(H&S 19850)
	Building & Safety - Plans & Drawings (Residential)	T	-	-	T	(H&S 19850)
	Building & Safety - Sewer Maps & Indexes	P	-	Yes	P	(GC 34090)
	Disaster Incidents Files: Damage Reports/Assessments & Supporting Data	A	5	No	A+5	Note: This record is for files documentary disaster incidents damages and claims for reimbursement from agencies such as FEMA and DES (GC 34090)
	Engineering - Grading Bonds & Releases	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Engineering - Grading Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)

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Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Code Enforcement					
B & S	Code Enforcement – Case Files	C	3		C+3	(PC 801)
	Planning					
Plan	Administrative Permits, e.g., Modifications, Outdoor dining Appeals:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Planning Commission Decisions	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Directors Decisions					
	Business Registration	E	4	No	E+4	(B&P 17927)
	Case Logs (Project Logs)	P	-	Yes	P	Microfilm or permanent (GC 34090)
	CEQA Legal Notices:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Notices of Exemption					
	Notices of Completion					
	Notices of Preparation					
	Notices of Determination					
	Development Review:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Agendas					
	Declaration of Postings					
	Minutes					
	Correspondence					
	Economic Development	P	-	Yes	P	Microfilm or permanent (GC 34090)
	General Plan Records:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Environmental documents					
	Correspondence & Supporting Data					
	Land Divisions	P	-	Yes	P	Microfilm or permanent (GC 34090)

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Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Plan	Lot Line Adjustments	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Minor Development Permits:	C	5	No	C+5	(GC 34090)
	Parcel Maps	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Planning Commission Agendas:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Original Agendas;					
	Declarations of Posting					
	Planning Commission Meetings - Audio Tapes	1	-	No	1	(GC 34090.7)
	Planning Commission Minutes	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Planning Commission Notices	5	-	No	5	(GC 34090)
	Planning Commission Packets	5	-	No	5	(GC 34090)
	Planning Commission Reference Collection:	4	-	No	4	(GC 34090)
	Reports & Studies from Outside Sources;					
	Planning Texts (Guides, Procedures, Reference);					
	Planning Publications/ Periodicals;					
	Legislation					
	Planning Commission Resolutions	P	-	Yes	P	Microfilm or permanent (GC 34090)

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Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Plan	Planning - Project Files (Unclassified Use Permits): Environmental Documents Correspondence Applications & Supporting Data	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Planning - Public Information Materials (Front Counter): Zoning Standards Applications & Checklists Procedures & Guidelines Consultants Lists Fees Schedules Maps, Plans & Drawings (Public Viewing Copies)	AR	2	No	AR + 2	(GC 34090.7)
	Sign Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Site Plan Review	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Specific Projects	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Temporary Use Permits	C	3	No	C+3	(GC 34090)
	Tract Maps	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Unclassified Use Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Variances	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Zoning Changes/General Plan Amendments	P	-	Yes	P	Microfilm or permanent (GC 34090)

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Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Accounting/Administrative					
Fin	Annual Reports	2	P	Yes	P	Microfilm or Permanent, includes State Controller, Street Annual Gas Tax (GC34090)
	Audit Proposals - Successful with Related Documents	C	P	Yes	P	Microfilm or permanent; file successful bids with contract in City Clerk's office (CCP 337)
	Audit Proposals - Unsuccessful/Rejected with Related Documents	2	-	No	3	(GC34090)
	Annual Audit Reports	2	P	Yes	P	Microfilm or permanent (GC34090)
	Audit Reports, Grants	2	P	Yes	P	Microfilm or permanent (GC34090)
	Cash Statements	2	5	No	7	(GC34090)
	Chart of Accounts	2	P	Yes	P	Microfilm or permanent (GC34090)
Treas	Check Registers	2	3	No	5	(GC34090, CCP 337)
Fin	Correspondence	2	1	No	3	(GC34090)
	Fiscal Analysis	2	5	No	7	(GC34090)
	Fixed Assets Inventories	5	-	No	5	(GC34090)
	Fund Advances	2	5	No	7	(GC34090)
	Fund Transfers	2	5	No	7	(GC34090)
	General Ledgers, Trial Bal, Rev and Exp	2	8	No	A+10	(GC34090; CCP 337)
	Grant Audit Reports	2	P	Yes	P	Microfilm or permanent (GC34090)
	Grant Financial Records	2	5	No	CL+7	(GC34090; 7CFR 3016.42)
	Grants, Successful, w/Related Documents	2	5	No	CL+7	(GC34090; CFR 3016.42)
	Grants, Unsuccessful	2	1	No	3	(GC34090)
	Journal Entries/Vouchers	3	7	No	A+10	(GC34090; CCP 337)
	Petty Cash Vouchers	2	5	No	7	(GC34090)
	Policies & Procedures, Finance Dept.	S	-	Yes	S+10	(GC34090)

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Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Fin	Refundable Deposits	2	5	No	7	(GC34090)
	Regulations & Policy, City	C	2	No	C+2	(GC34090)
	Reports & Studies (Special City)	C	P	Yes	P	Microfilm or permanent for research/historic value (GC34090)
	Reports, Accounting	2	5	No	A+7	(GC34090)
Treas	Reports, Treasurer's	2	P	Yes	P	Microfilm or permanent (GC34090; CCP 337.5)
	Warrant Registers, A/P	P	-	Yes	P	Microfilm or permanent (GC34090)
Fin	Worksheets & Back-up data	2	-	No	2	(GC34090)
	Accounts Payable & Purchasing					
Fin	1099 Forms	2	3	No	5	(GC34090)
	Accounts Payable	A+2	3	No	A+5	(GC34090)
	Bid Notices/Affidavits of Publication	C	P	Yes	P	Microfilm or permanent (GC34090)
	Bids for Equipment/ Supplies					
	Cancelled	2	1	No	3	(GC34090)
	Successful with Related Documents	A	5	No	A+5	(File successful bids with contracts in City Clerk's office (GC34090; CCP 337)
	Unsuccessful/Rejected with Related Documents	2	1	No	3	(GC34090)
	Bids for Services					
	Equipment Disposition; Auction Lists, Reports, Bills of Sale	A	4	No	A +4	Audit +4 years after disposition of equipment (GC34090)
	Equipment Purchase Agreements	C		No	C+10	Current + 10 years after disposition of equipment (original contract with City Clerk) (GC34090; CCP 337.15)
	Purchase Requisitions	A+2	3	No	A+5	If grant-related, 3 years after disposal or per specific grant requirements; may wish to keep equipment P.O.'s until disposal of equipment (GC34090; CCP 337)

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Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Assessment District Financial Records					
Fin	Assessment District – Financial Records (Assessed Valuations Correspondence)	C	P	Yes	P	Microfilm or permanent (GC34090)
	Assessment Proceedings	C	3	No	C + 3	(GC34090)
	Financing Programs – Reference	C	3	No	C + 3	(GC34090)
	Banking					
Fin	Agreements, Banking (Copy)	T	3	No	T+3	(GC34090)
Treas	Armored Transport Receipts	2	-	No	2	(GC34090)
	Checks & Credit Card Slips, Returned	2	3	No	5	(GC34090)
	Checks, Cancelled, General	2	3	No	5	Includes Payroll & Housing (GC34090)
	Checks, Stale-Dated, Checks Unused	2	1	No	3	(GC34090)
Fin	Debit/Credit Memos	2	3	No	5	(GC34090)
	Deposit Corrections	2	3	No	5	(GC34090)
Treas	Deposit Slips/Receipts	2	3	No	5	(GC34090)
Fin	Reports, Banking	2	3	No	5	(GC34090)
Treas	Signature Authorization Cards, Faxes	A	5	No	A+5	(GC34090)
Fin	Statements & Reconciliations	2	3	No	5	(GC34090; 26 CFR 31.6001-1)
	Stop Payments	2	3	No	5	(GC34090; 26 CFR 31.6001-1)
	Warrants (Paid) (A/P)	A+2	3	No	A+5	(GC34090)
	Wire Transfers	2	3	No	5	(GC34090)

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Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Bond Issues/Debt Service					
Fin	Bond Authorization & Related Public Hearing Records, Investor Lists, Prospectus, Accepted Proposals, Certificates, Notices, Correspondence	CL	P	Yes	P	Microfilm or permanent (GC34090; CCP 337.5)
	Bond Bids/Proposals, Rejected	2	1	No	3	(GC34090)
	Bond Registers	C	P	Yes	P	Microfilm or permanent (GC34090; CCP 337.5)
	Bonds & Coupons, Paid/Canceled (Revenue Bonds)	CL	3	No	CL +3	(GC34090; GC53921)
	Budgeting					
Fin	Budget, Annual City	2	P	Yes	P	Microfilm or permanent (GC34090)
	Budget, Capital Improvements	2	-	Yes	P	Microfilm or permanent (GC34090)
	Budget, Departmental	2	1	No	3	(GC34090)
	Budget Manual & Calendar	2	1	No	3	(GC34090)
	Budget Requests, Departmental	2	1	No	3	(GC34090)
	Budget Requests, External	2	1	No	3	(GC34090)
	Budget, Revenue Sharing	2	P	Yes	P	Microfilm or permanent (GC34090)
	Revenue Estimates	2	3	No	5	(GC34090)
	Funding/Grants					
Fin	HIDTA	CL	7	No	CL+7	(GC34090)
	OCJP	CL	7	No	CL+7	(GC34090)
	Prop A	CL	7	No	CL+7	(GC34090)
	Prop C	CL	7	No	CL+7	(GC34090)
	State Gas Tax	CL	7	No	CL+7	(GC34090)
	Investments					
Fin	Certificates of Deposit	2	3	No	5	(GC34090)
	Investment Portfolio; Statements & Related documents	C	P	Yes	P	Microfilm or permanent (GC34090; CCP 337.5; GC53607)

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APPENDIX I

Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Payroll					
Fin	Deductions/Authorizations	T	4	No	T +4	Including leave slip, W-2 forms (GC34090; 29 CFR 516.2)
	Employee Salary Verifications	3	-	No	3	(GC34090)
	Individual Employee Payroll	T	P	Yes	P	Microfilm or permanent (GC34090)
	Payroll Master	S	P	Yes	P	Microfilm or permanent (GC34090)
	Payroll Registers	T	P	Yes	P	Microfilm or permanent (GC34090, GC37207)
	Payroll Reports	T	4	No	T +4	(26 CFR 31.6001-1)
	Retirement Reports (PERS, PARS)	T	P	Yes	P	Microfilm or permanent (GC34090)
	Tax Records	2	4	No	6	(29 USC 436)
	Time Cards/Sheets	1	4	No	5	(29 CFR 516.2-516.6)
	Travel/Mileage Expenses	2	3	No	5	(GC34090)
	Vacation/Sick Leave Reports	T	4	No	T+4	(29 CFR 516.2-516.6)
	W-2 Forms/Reports	2	4	No	6	(29 CFR 516.2-516.6)
	Pension & Retirement Funds Report					
Fin	Deferred Compensation Reports	C	P	Yes	P	Microfilm or permanent (GC34090)
	Retirement Plan Agreements (including PERS, PARS), Amendments, Related Records	C	P	Yes	P	Microfilm or permanent; file original contracts with City Clerk (GC34090)
	Retirement Plan Reports	C	P	Yes	P	Microfilm or permanent (GC34090)
	Revenues & Taxation					
Treas	Accounts Receivable	2	3	No	A +5	(GC34090)
Fin	Alarm Permits	T	3	No	T+3	(GC34090)
BL	Business License Applications	T	4	No	T+4	(GC34090; CCP 337)
	Business License - Revocations	T	4	No	T+4	(GC34090; CCP 337)
	Business Licenses/Renewals	T	4	No	T+4	(GC34090; CCP 337)
Fin	Census Records	P	-	Yes	P	Microfilm or permanent (GC34090)
	Excise Tax	2	3	No	5	(GC34090)
	False Alarms	C	3	No	C+3	Retain in department while current (GC34090)

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APPENDIX I

Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Fin	Fee Schedules	S	P	Yes	P	Microfilm or permanent (City Clerk should append to Resolution of adoption) (GC34090)
	Fee Studies	C	P	Yes	P	Microfilm or permanent (GC34090)
	Fee Waiver Requests	T	3	No	T+3	(GC34090)
	Funding Applications (Includes State & Local Sources)	2	3	No	A +5	(GC34090)
Treas	Property Tax	2	3	No	5	(GC34090)
Fin	Revenue Receipts/Reports	2	3	No	A+5	(GC34090)
	Sales and Use Tax	2	3	No	5	(GC34090)
Treas	T.O.T.	2	3	No	5	(GC34090)
	Treasurer Bank Statements	A+2	-	No	A+2	(FC3368, FC30210; GC43900, et seq.)
	U.U.T.	2	3	No	5	(GC34090)

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APPENDIX I

CITY OF SAN FERNANDO - RECORDS RETENTION SCHEDULE

Office of Record	Records Description LEGAL	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Legal	Amicus Curiae and Misc	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Appeals, Civil	C+1	3	No	C+4	(CCP 583.320(a)(3); GC34090)
	Bankruptcy	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Case Log and/or Index	P	-	Yes	P	Microfilm or permanent (GC34090)
	Correspondence	2	-	No	2	(GC34090)
	Litigation – Anti-Trust	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Litigation – Case Listing	P	-	Yes	P	Microfilm or permanent (GC34090)
	Litigation – Civil – Non Tort	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Litigation – Civil Tort	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Litigation – Criminal	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Litigation – General	C+1	3	No	C+4	(GC34090)
	Litigation – High Profile	P	-	Yes	P	Microfilm or permanent (GC34090)
	Prosecutions	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Subpoenas	C+1	3	No	C+4	(GC34090)

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CITY OF SAN FERNANDO - RECORDS RETENTION SCHEDULE

Office of Record	Records Description PERSONNEL	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pers	Employee Benefits	P	-	Yes	P	Microfilm or permanent (29 USC 1113)
	Administration Records: Plan Documents; Enrollment Forms; Correspondence and Backup Data					
	Employee Rights (Non-Sworn Employees): Arbitration, Grievances, Union Requests, Complaints, Disciplinary Actions	T	2	No	T+2	(GC12946, 29 USC 211, 203, 207)
	Hourly Employees	T	6		T+6	(GC 12946; 29 CFR 1627.3)
	Negotiation	P	-	Yes	P	Microfilm or permanent (29 USC 211, 203, 207)
	PERS, Social Security, SSI	P	-	Yes	P	Microfilm or permanent (29 CFR 1627.3; GC12946, GC34090)
	Personnel – Employee Handbook	P	-	Yes	P	Microfilm or permanent (GC34090)
	Personnel – Employee Incentive Award Program Files: Suggestion Forms; Correspondence and Backup Data	2	-	No	2	(GC34090)
	Personnel Files: Former Employees Receiving Retirement and DOC Benefits	P	-	Yes	P	Microfilm or permanent (GC34090)
	Personnel Files: (Safety and Non-Safety) Resumes; Applications; Personnel Action Forms; Performance Evaluations; Correspondence; Direct Deposit Authorizations	T	6	No	T+6	(29 USC 1113, GC12946)
	Recruitment Files: Job Position Announcements; Applicant Responses & Resumes; Correspondence and Backup	C	3	No	C+3	(29 CFR 1627.3)

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Office of Record	Records Description PERSONNEL	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pers	Resumes (Unsolicited)	2	-	No	2	(GC34090)
	Rules & Regulations	P	-	Yes	P	Microfilm or permanent (GC34090)
	Risk Management					
Pers	Accident Reports/Incident Reports	5	-	No	5	(GC34090)
	Claim Files (against the City or City Personnel); Claim Letters, Forms, Correspondence, Court Transcripts, Backup Data	C	5	No	C+5	(GC34090, PC832.5)
	Claims Loss Runs (Fiscal Year End)	5	-	No	5	(GC34090, PC832.5)
	Claims Loss Runs (Monthly)	2	-	No	2	(GC34090)
	SCJPIA Certificates of Liability: Certificates and Backup Data	P	-	Yes	P	Microfilm or permanent (GC34090)
	Workers' Compensation Insurance Administration Records: Loss Analyses; Statements; Correspondence and Backup Data	5	-	No	5	(GC34090)
	Workers' Compensation Insurance Policies	P	-	Yes	P	Microfilm or permanent (GC34090)

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CITY OF SAN FERNANDO RECORDS RETENTION SCHEDULE

Office of Record	Records Description	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	POLICE					
	Alarm Records	2	-	No	2	(GC34090)
	Arrest Records					
	Drunk (Not Prosecuted)	2	-	No	2	(GC34090)
	Registers	5	-	No	5	(GC34090)
	Rejected by D.A.	4	-	No	4	(GC34090)
	Traffic Warrants (for Local or Foreign Agency)	2	-	No	2	(GC34090)
	Auction Receipts and Records	2	-	No	2	(GC34090)
	Audio Recordings of Telephone and Radio Communications (Dispatch)*	100 days	-	No	100 days	100 days; (GC34090.6)
	Bail Receipts	2	-	No	2	(GC34090)
	Bicycle Licenses	3	-	No	3	(GC34090)
	Case Files		-			
	Homicide - Investigator's File	P	-	Yes	P	Microfilm or permanent (PC799)
	Narcotics (no arrest cases)	CL	2	No	CL+2	(GC34090)
	Officer Involved Shootings	CL	25	No	CL+25	(GC34090)
	Child Abuse Reports – Felony Citations	10	-	No	10	(Department of Justice Regulates)
	Animal Control	2	-	No	2	(GC34090)
	Marijuana	2	-	No	2	(H&S 11361.5)
	Parking	2	-	No	2	(GC34090)
	Traffic	2	-	No	2	(GC34090)
	Concealed Weapons Permits	3	-	No	3	(GC34090)

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Office of Record	Records Description	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	POLICE					
	Correspondence	2	-	No	2	(GC34090)
	Court Records					
	Daily Schedule (Duplicates)	C	1	No	C+1	(GC34090.7)
	Sign-in Logs	C	2	No	C+2	(GC34090)
	Tracking System Records	C	2	No	C+2	(GC34090)
	Crime Reports**	3	-	No	3	(Department of Justice Regulates)
	Criminal Arrest Files***	10	-	No	10	(Department of Justice Regulates)
	Daily Activity Records and Logs (i.e., NOT reports)	3	-	No	3	(GC34090)
	Daily Reports**	3	-	No	3	(Department of Justice Regulates)
	Deceased Criminal Arrest Files	10	-	No	10	(Department of Justice Regulates)
	Employment Applications	5	-	No	5	EEOC Complaint can be filed within 49 mos.; (GC12946)
	Background Investigation	5	-	No	5	EEOC Complaint can be filed within 49 mos.; (GC12946)
	Unprocessed “Factual Innocence” (Sealed Records)		-	No		Destroy 3 years from sealing (PC851.8)
	Felony Crime Reports: Capital Crimes, Crimes Punishable by Death, Life Imprisonment	P	-	Yes	P	Microfilm or permanent (PC799)
	Fingerprint					
	Applicants’ Files	T	2	-	T + 2	(GC34090)
	Inked/Palm Cards	C	20	-	C + 20	Persons booked into detention facility; copies distributed to County, State and Federal agencies
	Immigration Letters	2	-	No	2	1-9’s
	Incident Reports**	3	-	No	3	(Department of Justice Regulates)

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Office of Record	Records Description	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	POLICE					
	Index Cards					
	Field Interview	5	-	No	5	(GC34090)
	Police Dispatch	2	-	No	2	(GC34090)
	Jail					
	Inspections	2	-	No	2	(GC34090)
	Register (Daily	10	-	No	10	(Department of Justice Regulates)
	Record of Persons Booked)					
	Juvenile Arrest Files, Reports		-	No		Upon Notification from Juvenile Court Judge
	Juvenile - Sealed Records	5	-	No	5	Destroy 5 years from sealing; Welfare & Institutions Code 781(d)
	Licenses and Permits - Records of Expired Licenses and Permits	3	-	No	3	(GC34090)
	Lost and Found Records	5	-	No	5	(GC34090)
	Miscellaneous Reports	2	-	No	2	(GC34090)
	Misdemeanor/Infractions Reports**	3	-	No	3	(Department of Justice Regulates)
	Money Transmittals	2	-	No	2	(GC34090)
	Non-Criminal Occurrences	C	2	No	C + 2	(GC34090)
	Officer Involved Shootings	CL	25	No	CL + 25	(GC34090)
	Parades & Special Events	CL	2	No	CL + 2	(GC34090)
	Pawnbrokers, Secondhand Dealers (Duplicates, i.e., Pink Copies)	C	2	No	C + 2	Originals to licensee; (blue) copies to DOJ; (pink) copies retained by City. Renewals issued annually; (GC34090)
	Permits					
	Alcoholic Beverage Control License	2	-	No	2	(GC34090)

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Office of Record	Records Description	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	Personnel Files					
	Internal Affairs	5	-	No	5	(PC832.5)
	Investigations (including Citizen's Complaints and Pitchess Motions)					
	Terminated Employees	5	-	No	5	EEOC Complaint can be filed within 49 months; (GC12946)
	Photo Negatives (Inmates)	C	20	No	C + 20	By prisoner number
	Press Releases	C	2	No	C + 2	(GC34090)
	Property Control Files	C	2	No	C + 2	(GC34090)
	Rap Sheets	CL	2	No	CL + 2	(GC34090)
	Reports – Duplicates	6 mos.	-	No	6 mos.	(GC34090.7)
	Restraining Orders, Emergency Protective Orders, Temporary Restraining Orders, Legal Stipulations, Orders After Hearing (Duplicates)	C	-	No	C	Destroy after law enforcement actions and effective date of restraining order has expired
	Schedules					
	Daily	C	2	-	C + 2	(GC34090)
	Watch Assignments/ Timekeeping Records	C	2	-	C + 2	(GC34090)
	Statistical (Crime Analysis)	P	-	Yes	P	Microfilm or permanent (GC34090)
	Statistical (UCR), Uniform Crime Reports Mandatory to DOJ (LEIC)	P	-	Yes	P	Originals sent to FBI, DOJ; Microfilm or permanent (GC34090)
	Subpoenas	C	2	No	C + 2	(GC34090)
	Swap Meet Merchant Control Sheets	2	-	No	2	(GC34090)
	Traffic Collisions					
	Non Injury	3	-	No	3	(GC34090)
	One or More Injuries	5	-	No	5	(GC34090)

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APPENDIX I

Office of Record	Records Description POLICE	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Training					
	Bulletins	P	-	Yes	P	Microfilm or permanent (GC34090)
	Event Files	C	2	No	C + 2	(GC34090)
	Vehicles					
	Impounded/Stored/ Repossessed/ Recovered	3	-	No	3	(GC34090)
	Stolen	5		No	5	(GC34090)
	Video Surveillance/Security (Jail)	13 mos.	-	No	13 mos.	(GC34090.6)
	Warrant Recall Sheets	2	-	No	2	(GC34090)

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Office of Record	Records Description POLICE	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	Warrants Felony	Recall after 10 yrs.; Exception: Murder/ Escape	-	No	Recall after 10 yrs.; Exception: Murder/ Escape	(Recommended by the California Law Enforcement Warrant Officer's Association)
	Misdemeanor Criminal	Recall after 5 yrs;	-	No	Recall after 5 yrs;	(Recommended by the California Law Enforcement Warrant Officer's Association)
	Parking	Recall after 1 yr.	-	No	Recall after 1 yr.	(Recommended by the California Law Enforcement Warrant Officer's Association)
	Traffic	Recall after 5 yrs.	-	No	Recall after 5 yrs.	(Recommended by the California Law Enforcement Warrant Officer's Association)
	Traffic Collision Fatalities	P	-	Yes	P	Microfilm or permanent (Recommended by the California Law Enforcement Warrant Officer's Association)

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- * In event that the recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved.
- ** “Crime Reports,” “Daily Reports,” “Incident Reports,” and “Misdemeanor Reports” refer to daily blotters, incident summaries or investigative reports that do not involve felonies. The reports can be destroyed after three years, provided that a copy of said report has been placed with the case file. The case files should be destroyed according to guidelines set forth for individual case files.
- *** You can legally retain the records for two years; however, you should notify the Department of Justice that you are purging source documents before you destroy them.

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APPENDIX I

Office of Record	Records Description PUBLIC WORKS	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
PW	Capital Improvement Projects (CIP) Plans & Drawings: Final, As-Built Plans & Drawings	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Federal Highway Administration Funding (FHWA) Administrative Files: Applications/Funding Requests & Supporting Data	C	3	No	C+3	(49 CFR 18.42)
	Budgeting Analyses					
	Correspondence w/ Local Administrative Agencies (Including CALTRANS)					
	Studies & Reports					
	Supporting Data					
	Grants/Funding Files	C	10	No	C + 10	(7 CFR 3016.42)
	Intersections/Streets/Signals	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Maps - Final, Recorded Maps, Including:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Subdivision Maps					
	Parcel Maps					
	Assessment Districts					
	Record Of Survey					
	Improvement Plans					
	Tract Maps					
	Construction (Final, As-Constructed Only)					
	Utilities - Storm Drain					
	NPDES – Program Files	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Operations & Maintenance	2	-	No	2	(GC 34090)
	Projects Files:					
	Service Requests					
	Correspondence & Supporting Data					

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APPENDIX I

Office of Record	Records Description PUBLIC WORKS	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
PW	Public Works - Performance Bonds/Labor & Materials Bonds	C	2	No	C+2	(GC 34090)
	Engineering					
Eng	Capital Improvement Project (CIP) Files	C	10	No	C+10	(CCP 337.15)
	Capital Improvement Projects (CIP) Right-of-Way Documentation: Deeds Quitclaims Easements	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Consultants/Suppliers/Vendors Information	AR	-	No	AR	(GC 34090)
	Disaster Incidents Files	A	5	No	A+5	(GC 34090)
	Encroachment Permits Log	5	-	No	5	(GC 34090)
	Grading Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Land Development Projects Files	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Organizations Files	2	-	No	2	(GC 34090)
	Permits: Encroachment Permits Excavation Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Policies & Procedures for Engineering Operations	S	10	No	S + 10	(GC 34090)

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APPENDIX I

Office of Record	Records Description RECREATION AND COMMUNITY SERVICES	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Rec	Brochures Advertisers Files	2	-	No	2	(GC 34090)
	Brochures Artwork	C	2	No	C+2	(GC 34090)
	Facilities Reservation Forms	2	-	No	2	(GC 34090)
	History Files:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Publicity Binders					
	Photos Binders					
	Department Publications					
	History Files:	2	-	No	2	(GC 34090)
	Flyers					
	Brochures					
	Press Releases					
	Park Master Plans Files:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Environmental Documents					
	Correspondence & Supporting Data					
	Parks/Facilities Construction Projects	C	10	No	C+10	(GC 337.15)
	Personnel - Instructor Contracts	E	2	No	E+2	(GC 34090)
	Program Evaluations	2	-	No	2	(GC 34090)
	Program Proposals Files	2	-	No	2	(GC 34090)
	Program Registrations/Waivers of Liability	5	-	No	5	(GC 34090)
	Programs Files (City- Participation)	C	4	No	C+4	(GC 34090)
	Programs Files (City- Sponsored):	C	5	No	C+5	(GC 34090)

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Office of Record	Records Description RECREATION AND COMMUNITY SERVICES	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Rec	Recreation Registration Database Records: Registrant Data (Active) Program Data (Active) Program Data(Inactive/Historical)	2	-	No	2	(GC 34090)
	Special Events Files: Requests Maps, Plans & Drawings Correspondence & Supporting Data Permits/Applications	C	5	No	C+5	(GC 34090)

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Kanika Kith, Deputy City Manager/Economic Development
Kenya Marquez, Housing Coordinator

Date: April 17, 2023

Subject: Consideration to Approve a Professional Services Agreement with North Valley Caring Services to Provide Street Outreach for Individuals Experiencing Homelessness

RECOMMENDATION:

It is recommended that the City Council:

- a. Determine that the proposed service is urgent and necessary to avoid danger to life, health, or property;
- b. Determine that it is in the City's best interest to dispense of competitive solicitation requirements pursuant to Chapter 2, Article VI, Division 6, Subdivision II, Section 2-804 of the San Fernando Municipal Code (SFMC) and award a contract based on the current urgency;
- c. Approve a Professional Services Agreement (Attachment "A" – Contract No. 2148) with North Valley Caring Services, in an amount not-to-exceed \$175,000, to provide street outreach for individuals experiencing homelessness for a term of one year, with an optional one-year extension;
- d. Approve reallocation of \$300,000 in American Rescue Plan Act (ARPA) funds from the "Solar on City Facilities" project to fund the proposed outreach services contract and related homelessness services; and
- e. Authorize the City Manager and the City Attorney to make non-substantial edits and execute all related documents.

BACKGROUND:

1. On October 5, 2020, the City Council received and filed an update on homeless outreach in San Fernando by City staff. This update initiated a discussion of homelessness in San Fernando

Consideration to Approve a Professional Services Agreement with North Valley Caring Services to Provide Street Outreach for Individuals Experiencing Homelessness

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and the City's comprehensive approach to assist people experiencing homelessness through the development of an action plan.

2. On February 16, 2021, the City Council established a Homelessness Ad Hoc Committee (Councilmembers Montañez and Rodriguez) to work with a City Homeless Task Force (HTF) comprised of staff from Administration, Community Development, Police, Public Works and Recreation and Community Services departments to develop policy recommendations in addressing homelessness in San Fernando, including but not limited to, the review of consultants that would prepare a Homelessness Action Plan.
3. On April 18, 2022, the City Council adopted Resolution No. 8138 approving a Housing Coordinator position to re-establish and administer the City's low-income assistance home loan programs, establish and administer other loan and grant programs, and implement the Homelessness Action Plan and policies to support unsheltered and under housed individuals and families.
4. On June 6, 2022, the City Council adopted Resolution No. 8153 approving the sixth cycle 2021-2029 Housing Element, which contains policies focused on people experiencing homelessness and people at-risk of experiencing homelessness; a special needs population in San Fernando.
5. On September 6, 2022, the City Council adopted Resolution No. 8164 approving the City of San Fernando Homelessness Action Plan, a comprehensive strategy to address homelessness over the next five years.
6. On February 22, 2022, the City participated in a one-day, citywide homeless point-in-time count as part of the Los Angeles Homeless Services Authority's (LAHSA) 2022 Count.

ANALYSIS:

The City of San Fernando Homelessness Action Plan (Plan) was adopted on September 6, 2022 as a comprehensive strategy to address the needs of its residents experiencing or at-risk of homelessness over the next five years.

The plan focuses on three guiding priorities, supported by actionable strategies that will work to address three key goals in San Fernando (further information can be found in Attachment "B"). The priorities and goals are as follows:

Consideration to Approve a Professional Services Agreement with North Valley Caring Services to Provide Street Outreach for Individuals Experiencing Homelessness

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Priority	Goal
1. Develop City's Capacity to Better Prevent and End Homelessness	Establish a Homelessness Response Center led by identified departmental lead and supported by established homelessness-dedicated staff positions.
2. Address the Service Needs of People Experiencing Unsheltered Homelessness	Strive to eliminate unsheltered homelessness in San Fernando
3. Focus on Root Causes to Prevent Homelessness	Seek to increase the number of individuals diverted from the homelessness response system by leveraging strategic partnerships with upstream services and building in mechanisms to measure success.

Following adoption of the Homelessness Action Plan, staff has been focusing on Priorities 1 and 2. Priority 1, Strategy 1 of the plan focuses on leadership and departmental capacity, and Priority 2, Strategy 1 focuses on increasing homeless street outreach services and partnerships to supplement law enforcement efforts including multidisciplinary and homeless service provider teams.

Currently, the San Fernando Police Department has been spearheading the street outreach efforts in the City. Police conduct bi-weekly outreach on Wednesdays, from 6 a.m. to 10 a.m., dependent on staff availability. During the outreach, officers are dressed more casually (i.e. a police polo shirt, jeans, and a duty belt) and ask the individual experiencing homelessness for consent to perform a field interview. If granted, officers ask the individual a series of questions to gather information that is shared with Los Angeles Family Housing (LAFH), the lead agency responsible for conducting outreach throughout Los Angeles County. The information gathered is also submitted by City staff through the Los Angeles Homeless Outreach Portal (LA-HOP).

In addition to bi-weekly outreach, the Police Department responds to calls for service concerning unhoused individuals and assess and respond to situations appropriately. As part of every contact, the responding officers asks the individual if they would like services and shares this information with LAFH. Once the Police Department sends information to LAFH, no further information is shared from LAFH (only acknowledgement of receiving the email).

To meet the needs of the community and achieve the priorities of the Homeless Action Plan for outreach and services to those experiencing homelessness, a partnership with an organization experienced in providing outreach and is needed. In an effort to meet this urgent need, staff requested a proposal from North Valley Caring Services (NVCS) to provide one-year of street outreach services. NVCS is a non-profit organization that has served the Northeast San Fernando Valley for more than 40 years. Since 1978, NVCS has grown to become the "largest single-site

Consideration to Approve a Professional Services Agreement with North Valley Caring Services to Provide Street Outreach for Individuals Experiencing Homelessness

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food distribution center in the San Fernando Valley, offering multi-pronged interventions to tackle homelessness, poverty, and food insecurity” (<https://www.nvcsinc.org>). The organization has established itself as a reputable, trustworthy local community center in the community of North Hills, offering a variety of services for the community such as, an afterschool program, weekly drive-through food pantry, breakfast program, safe parking program, business courses, outreach meals, adult education, and community events. The organization is known for their person-centered approach and was awarded “2020 California Non-Profit of the Year” nominated by California State Assemblymember Adrin Nazarian (District 46).

The NVCS outreach team will have two main goals:

1. To engage Monday through Friday with the unhoused population going out to streets, underpasses and parks in San Fernando to build relationships with the unhoused community and offer them safe shelter indoors at one of NVCS’ partner housing intervention sites that are available in close proximity to San Fernando; and
2. To establish supportive relationships with unhoused people to provide pathways to temporary and permanent housing and increase the rates at which the unhoused community accepts shelter.

Scope of Work.

This service agreement includes a full scope of street outreach for individuals experiencing homelessness. A summary of the NVCS proposal is below and a detailed scope of work is included in the proposal from NVCS, included as Exhibit “A” of the Agreement.

Personnel

- Two (2) Outreach Coordinators
 - Provide coverage Monday through Friday, from 10:00 a.m. to 6:30 p.m., as well as rotating on-call nights and weekends. The Outreach Coordinators will have the flexibility to adjust their work hours to attend community events, where they will be available to offer relevant information and resources to the community.
- One part-time Food and Donation Coordinator

Outreach Structure

- The outreach team will be dispatched to locations determined by City staff, and will connect with individuals and encampments. The team will begin each visit by:
 - Making an initial assessment of the needs and eligibility of individuals for specialized services.
 - Addressing urgent physical needs, such as: need for food, clothing, and toiletries.

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- Assessing the encampment structure to find leaders and validators amongst the individuals who are living there, and begin establishing a relationship with all individuals in order to create trust and successfully bring them indoors and on the road to permanent housing.

The outreach team will actively provide information and referrals to programs designed to support individuals experiencing homelessness including emergency shelters, transitional housing, community based services, permanent supportive housing, and rapid re-housing programs.

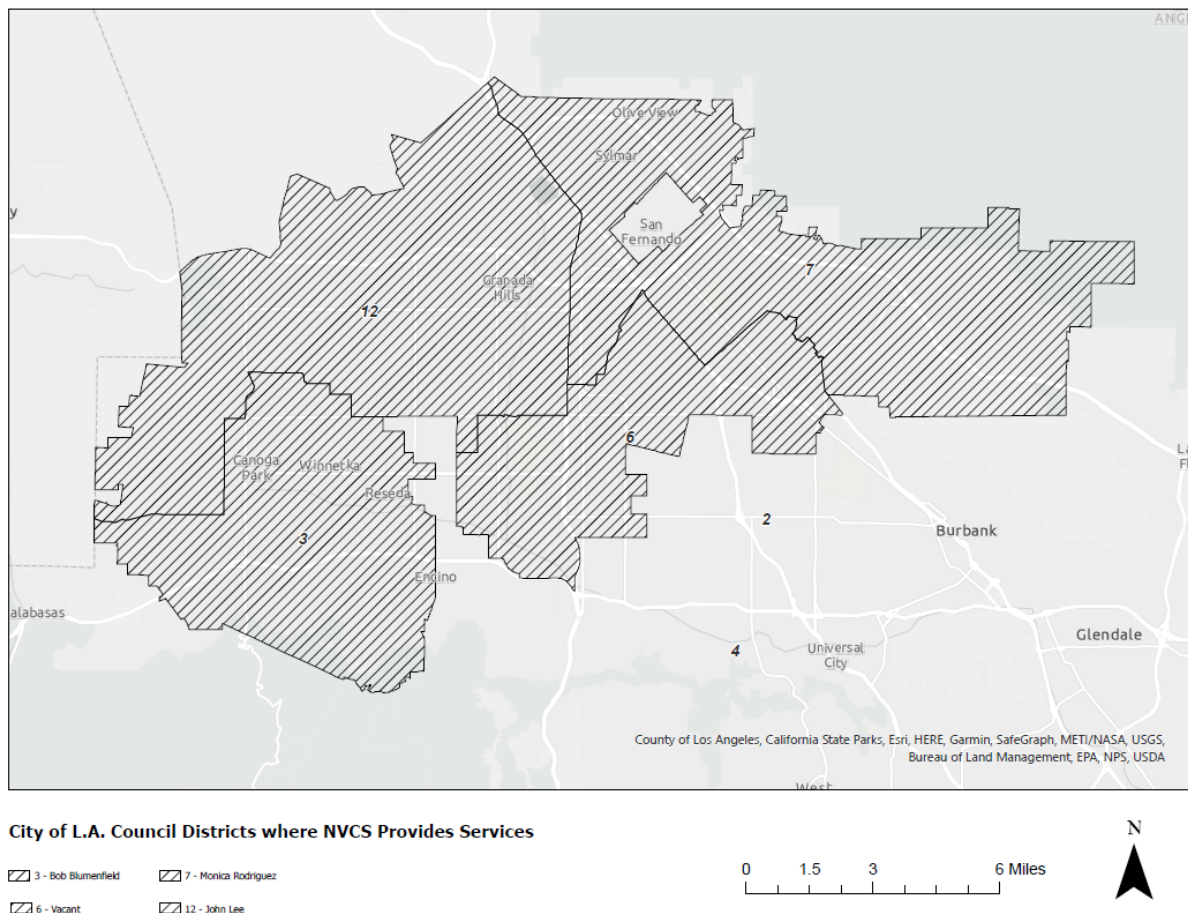
NVCS creates a personalized approach for each individual in order to ensure the individuals have the necessary tools in order to receive the appropriate services. If shelters are not accepting clients, there is a lengthy intake process, or an emergency situation, NVCS will issue a one to three day motel voucher until the individual is connected to a shelter or housing. Included in the proposal are also funds allocated for medical assistance (treatment centers, medication, first aid, etc.), document fees (birth certificate, ID, social security cards, application fees, etc.), and funds for cell phones, storage, board and stay for animals, and other instances as the need arises.

NVCS Current Contracts.

NVCS has several contracts with City of Los Angeles Council Districts 3, 6, 7, and 12 to provide services such as: safe parking, youth program, food program, homeless outreach team, kids first program, and family navigation. As seen in the map below, the non-profit has direct experience providing services to communities surrounding San Fernando, such as Sylmar, Pacoima, Van Nuys, Granada Hills and more, which further demonstrates that the organization has a unique understanding of the current needs of the City's homeless population. The organization has various partnerships with other non-profit organizations in the San Fernando Valley, such as the San Fernando Valley Rescue Mission, Hope of the Mission Providence Hospital, Helping Hands, Valley Haven Shelter, and more.

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Per Chapter 2, Article VI, Division 6, Subdivision II, Section 2-804 of San Fernando Municipal Code (SFMC), competitive solicitation may be dispensed in the case of an urgency; to avoid immediate danger to life, health, or property. Due to the recent heavy rains and preparing for the extreme heat to come, the partnership with NVCS would be vital to meet the current need of the City. Staff has recently received an influx of calls from community members requesting outreach and resources for unhoused individuals, which are now being tracked. Staff is requesting the purchasing procedures be dispensed to meet the immediate need, which will allow time to establish an effective street outreach strategy before the extreme heat conditions.

Staff recommends a one-year partnership with North Valley Caring Services to address the immediate need of individuals experiencing homelessness in the City. This partnership would provide an interim solution for the crucial street outreach services needed for the unhoused population. Once this partnership has been established, the City will begin the formal solicitation process by late October 2023 for a longer-term, full-service partnership with a homeless service provider. Additionally, staff will also work to obtain ongoing funding for full-service providers.

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If approved by the City Council, NVCVS will work to establish a start date within 60 days of receiving an executed contract.

BUDGET IMPACT:

To fund this item in addition to other homeless related services, staff is requesting reallocation of \$300,000 in American Rescue Plan Act (ARPA) funds from the “Solar on City Facilities” project (121-390-3689-4260). The total cost for a one-year partnership involving street outreach for five days each week with North Valley Caring Services is \$175,000 (121-155-3689-4260).

To establish services, NVCS requires an advance payment of \$35,000 (20 percent of the proposed budget) with a start date within 60 days of NVCS receiving the advance.

CONCLUSION:

It is recommended that the City Council approve the reallocation of \$300,000 in ARPA funds from “Solar on City Facilities” to fund homeless related services, approve a professional services agreement with North Valley Caring Services as an urgency procurement in an amount not-to-exceed \$175,000, and authorize the City Manager and the City Attorney to make non-substantial edits and execute the Agreement and all related documents.

ATTACHMENTS:

- A. Contract No. 2148, including:
 - Exhibit A: North Valley Caring Services Proposal
 - Exhibit B: Contractor Quote
- B. Homelessness Action Plan Simplified Metrics



2023

CONTRACT SERVICES AGREEMENT

North Valley Caring Services

Street Outreach For Individuals Experiencing Homelessness

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 17th day of April, 2023 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and North Valley Caring Services (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 street outreach for individuals experiencing homelessness; 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 April 17, 2023 under Agenda Item No. 4.

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 the services and tasks described in that certain proposal of CONTRACTOR entitled "North Valley Caring Services (NVCS) Homeless Outreach Team" dated April 4, 2023 (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."

- B. 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.
- C. 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.
- D. 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. TERM.

- A. This Agreement shall have a term of one year (hereinafter, the "Term"). The Agreement may be extended by the CITY subject to its same terms and conditions for a maximum of one (1) extensions additional one-year extension terms, provided the CITY issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term.
- B. 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.
- C. CONTRACTOR shall perform the Work continuously and with due diligence. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its employees or other consultants, contractors or agents.

- 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.
- G. CONTRACTOR shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines.

SECTION 3. PROSECUTION OF WORK.

- A. CONTRACTOR shall perform the Work contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONTRACTOR the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONTRACTOR to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Work in the manner described below and such Work is in fact performed and completed by CONTRACTOR and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
 - 1. A detailed description of the specific services or tasks requested;
 - 2. The location of where the particular services or tasks are to be performed, if applicable;
 - 3. A not-to-exceed budget for performing the services or tasks;
 - 4. A timeline for completing the requested services or tasks;
 - 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 - 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONTRACTOR shall perform no Work under this Agreement without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- C. Time is of the essence in the performance of Work under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONTRACTOR shall begin and complete performance of the Work to completion in a timely and a diligently manner as possible.

SECTION 4. COMPENSATION.

- A. CONTRACTOR shall perform all the Work in accordance with the rates set forth in CONTRACTOR's April 4, 2023 quote (hereinafter "CONTRACTOR QUOTE"), which is attached and incorporated hereto as **Exhibit "B"**.
- B. CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the annual sum of **one hundred and seventy five thousand dollars (\$175,000.00)** (hereinafter, the "Annual Not-to-Exceed Sum"). CONTRACTOR further agrees that the Annual 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.

The Annual Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed after providing an advanced payment of 20 percent (\$35,000) of the contract. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should 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 will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT

- C. The Annual Not-to-Exceed Sum will be paid to CONTRACTOR in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR will submit to CITY an itemized invoice indicating the work performed and the tasks completed during the recently concluded calendar month, including the Work and tasks performed and the reimbursable out-of-pocket expenses incurred. 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 5. 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 6. REPRESENTATIVES.

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be Kanika Kith, Deputy City Manager/Director of Community Development (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, Manuel Flores, Executive Director, 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 7. 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 term of this 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 Agreement term all necessary licenses, permits and certificates required by law for the performance of the Work contemplated under this Agreement.

SECTION 8. 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: Manuel Flores, Executive Director

SECTION 9. 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.

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2148

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- 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 the 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 10. 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 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.

SECTION 11. 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 Term 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 12. 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 13. 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. 14. 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 15. 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 Term 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 16. 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 of 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 17. 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 "A"** 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 18. 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 19. 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: Community Development Department
Phone: (818) 898-1227

If to CONTRACTOR:

North Valley Caring Services
15453 Rayen St.
North Hills, CA. 91343
Attn: Manuel Flores
Phone: (818) 891-0481

SECTION 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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.

(SIGNATURE PAGE TO FOLLOW)

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2148

Street Outreach For Individuals Experiencing Homelessness

Page 21 of 21

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

North Valley Caring Services:

By: _____

Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____

Richard Padilla, Assistant City Attorney

Date: _____



April 4, 2023

North Valley Caring Services (NVCS) Homeless Outreach Team

This document is a draft scope of work for a partnership between North Valley Caring Services (NVCS) and the City of San Fernando to operate a homeless outreach and engagement team within the City of San Fernando.

Engagement Team Overview

The City of San Fernando is creating a partnership with NVCS in order to create a more robust outreach program and engagement team to identify, assess and support unsheltered individuals and families in The City of San Fernando.

The Outreach Team's Goal:

- To establish supportive relationships with unhoused people to support pathways to temporary and permanent housing and increase the rates at which the unhoused community accepts shelter.
- To engage Monday thru Friday with the unhoused population; going out to streets, underpasses and parks in San Fernando to build relationships with the unhoused community and offer them safe shelter indoors at one of NVCS' partner housing intervention sites that are available in close proximity to San Fernando.

This team will be constructed of two "Outreach Coordinators" who will be highly skilled and motivated individuals who understand the community and can quickly respond to street-level encampments. A part-time "Food and Donation Coordinator" will work with the team to gather basic need items, hygiene kits, and food for the outreach. NVCS' culinary-trained chef manages volunteers that assist in our on-site kitchen to prepare, cook and package hot, home-cooked meals that are delivered by the Outreach Team. Hot meals are packed into meal containers that will need to be purchased and replenished weekly. Containers are packed into two Extra large Insulated Food Delivery Bags that will need to be purchased. Other NVCS staff members, Volunteer Coordinator, and Community Liaison, will also engage with the Outreach Team and clients. The NVCS team and City Staff will work together to ensure teams are provided with appropriate safety gear, field-based services training, appropriate clothing and other necessary equipment. These positions will be filled by qualified professionals who understand the complex mission of providing homeless services to a highly vulnerable and unstable population. NVCS Staff will be scheduled to provide coverage from 10:00am-6:30pm Monday thru Friday. In addition, they will rotate on-call night and weekend coverage to provide the highest level of service. In addition to the outreach tasks, the staff in the program will focus on database management and collect information from the team into a centralized database. The Outreach team will be scheduled to work Monday-Friday unless a flex-schedule is needed

to allow for staffing of out-of-hours community events at which NVCS staff will table at and provide information and resources to the community. This two person team counts on the full-support of NVCS' staff, volunteers and partners.

Outreach Structure

The NVCS Outreach program will consist of 2 outreach workers designated to this agreement. NVCS also has a Medical/Health Outreach Specialist that will work with the team and clients in the field to connect them to health related services. The team will be dispatched to locations across San Fernando to people experiencing homelessness. Locations will be determined by the City Staff and daily schedules will be sent to the Team. Each day the Team will attempt to connect with encampments daily in a defined geographic area. In addition, the Team will have flexibility to engage in proactive outreach when possible to identify members of the unhoused community who are not currently engaged with supportive services. NVCS will utilize the partnerships it has with other organizations to be able to connect clients to resources. Examples of these partnerships are the San Fernando Valley Rescue Mission, Hope of the Mission, Providence Hospital, Helping Hands, Valley Haven Shelter, and more.

The NVCS team will be engaging with the diverse population of homeless individuals in San Fernando communities. The primary goal of these efforts is to establish trust with the unhoused in order to more effectively bring individuals safely indoors. Many of the homeless on our streets have lost trust in the system's ability to help them, and we are trying to regain that trust by building relationships to successfully bring people indoors and get them on the road to permanent housing. In order to build these relationships it is important to make regular or daily contact with individuals in encampments over a course of time. The benefit of this program is the ability to assign an outreach team to a specific location or community, where they can be given the opportunity to build close relationships with individuals in those encampments.

The NVCS teams are going to have clear communication from the City Staff regarding the locations they are going to be sent out to, with detailed requests for service and as much background information as possible. After the initial launch period, the goal is that teams will be familiar with the routes and locations they are being dispatched to, along with the individuals at the encampments. The Team will begin each visit by making an initial assessment of the needs and eligibility of everyone for specialized services. Then they will address urgent physical needs such as food, clothing, and toiletries. They will assess the encampment structure to find leaders and validators amongst the homeless who are living there. The Team will work closely with City Staff to provide outreach and engagement for shelter sites as they open. In addition, teams will actively provide information and referrals to programs designed to support homeless people including emergency shelters, transitional housing, community based services, permanent supportive housing, and rapid re-housing programs.

The City Public Works and waste contractor (Republic Services) will follow up to locations once the individuals have left in order to remove any trash and debris left behind. The NVCS Team will not be dispatched with City crews or Law Enforcement in order to preserve trust with the encampments. City crews shall be involved only for the repair of infrastructure or removal of debris from encampments. Law enforcement shall be dispatched in the event of an emergency.

While there has been an influx of funding for people experiencing homelessness, there is still an incredible need for interim and permanent housing. The need exists due to barriers in place to enter shelters and a lack of options that may be available close to where people are residing.

The Coordinated Entry System (CES) prioritizes people based on the highest need, and with a Los Angeles County homeless count of over 60,000+ individuals and families, the likelihood of people experiencing homelessness in San Fernando City to be that high on the list is very slim.

NVCS, however, has been ingrained in the community for years and has true partnerships where we can work creatively with agencies to move people from street to home. NVCS outreach staff are equipped to work with people with high barriers, and we can count on the community to come together to all work together to end homelessness.

NVCS would require an advance payment of 20% of the budgeted amount with a start date within 60 days of NVCS receiving the advance.

Below is a Draft Budget for One Year of Service:

Personnel	
2 x Full-time Outreach Case Managers (includes fringe benefits & taxes)	\$56,284 x 2
1 Part-time Food & Donation Coordinator (includes fringe benefits & taxes)	\$31,980
Program Expenses	
Auto/Gas/Maintenance (would need City to provide the vehicle)	\$5,200
Insulated Carriers and Supplies (utensils, food purchases, containers, medical supplies, first aid kit, safety gear)	\$5,000
Financial Assistance (motel vouchers, medical assistance, doctor fees etc.)	\$10,000
Indirect Costs (utilities, office supplies, internet)	\$6,752
Start-Up (Laptop, phones, technology)	\$3,500
Total:	\$175,000.00

Adjusted Budget for Three Days Per Week

Personnel	
------------------	--

1 x Part-time Outreach Case Manager \$25hr/24 hrs per week (includes fringe benefits & taxes)	\$37,440
1 Part-time Food & Donation Coordinator (includes fringe benefits & taxes)	\$31,980
Program Expenses	
Auto/Gas/Maintenance (would need vehicle)	\$3,500
Insulated Carriers and Supplies (utensils, food purchases, containers, medical supplies, first aid kit, safety gear)	\$5,000
Financial Assistance (motel vouchers, medical assistance, doctor fees etc.)	\$10,000
Indirect Costs (utilities, office supplies, internet)	\$6,752
Start-Up (Laptop, phones, technology)	\$2,988
Total:	\$97,660.00

Explanation of expenses

The NVCS Outreach team attempts to break down any barriers that may delay or stop clients from not getting services. Through our experiences we have found needing financial assistance funds being available to use for those cases.

Motel Stays (approx 1-3 days) - When the shelters are full and providers are either not accepting clients or need time for intakes and referrals to process, NVCS can use these funds to place clients in motels temporarily until the service provider is able to take them in. There have been emergency situations with connecting with individuals later in the day when most service providers are closed, or when the weather has been brutal and can cause emergency health conditions.

Medical Assistance- Funds can be used for treatment centers, medication, handicap equipment, first aid supplies and more.

Documents Fees- Funds can be used to purchase and expedite documents needed for placement (birth certificate, ID, social security card) application fees, rental fees and more.

Other: The funds would be able to purchase any items that would alleviate any barriers such as cell phones, board and stay for animals, pet food, storage.

Below is a Draft Budget for One Year of Service:

Personnel	
2 x Full-time Outreach Case Managers (includes fringe benefits & taxes)	\$56,284 x 2
1 Part-time Food & Donation Coordinator (includes fringe benefits & taxes)	\$31,980
Program Expenses	
Auto/Gas/Maintenance (would need City to provide the vehicle)	\$5,200
Insulated Carriers and Supplies (utensils, food purchases, containers, medical supplies, first aid kit, safety gear)	\$5,000
Financial Assistance (motel vouchers, medical assistance, doctor fees etc.)	\$10,000
Indirect Costs (utilities, office supplies, internet)	\$6,752
Start-Up (Laptop, phones, technology)	\$3,500
Total:	\$175,000.00

Homelessness Action Plan - Simplified Metrics

Priority 1: Develop City's Capacity to Better Prevent and End Homelessness	
Goal: Establish a Homelessness Response Center led by identified departmental lead and supported by established homelessness-dedicated staff positions.	
Strategies	Metrics
Leadership and Departmental Capacity	<ul style="list-style-type: none"> Established Homelessness Command Center Identified Departmental Lead Developed or identified staff positions related to homeless services
Data	<ul style="list-style-type: none"> Developed By-Name List/ total active people experiencing homelessness each month Number of people entering homelessness each month Total number of people exiting to housing each month Developed data and reporting tools to understand homelessness and housing instability Number of Strategies advancing each month and reflected in reporting and public dashboards Number of data and reporting tools with disaggregated demographic data Number of City of San Fernando programs and contracts engaging with CES and HMIS Number of LAHSA and County reports obtained
Regional Coordination, Partnerships, and Linkages	<ul style="list-style-type: none"> Number of regional coordination groups attended Number of partners attending NESFV Interagency TaskForce
Service Provider Capacity and System Infrastructure	<ul style="list-style-type: none"> Number of capacity building opportunities provided to local nonprofits and service providers Developed internal prevention and outreach programs Number of funding opportunities pursued
Communication and Education	<ul style="list-style-type: none"> Developed public facing material for individuals and families searching for homelessness, homelessness prevention, or housing assistance
Training	<ul style="list-style-type: none"> Number of trainings, like person-centered care, trauma-informed care, racial equity, nonviolent crisis intervention, etc.

Priority 2: Address the Service Needs of People Experiencing Unsheltered Homelessness	
Goal: Strive to eliminate unsheltered homelessness in San Fernando	
Strategies	Metrics
Homeless Street Outreach	<ul style="list-style-type: none"> • Number of homeless street outreach staff/ contracted staff serving City of San Fernando • Number of people experiencing unsheltered homelessness, including key subpopulations reflected on By-Name list • Length of time a person remains homeless • Successful placement from street outreach to housing • Number of encampments, including vehicular • Number of individuals offered services (e.g. medical support) • Number of individuals accepting offered services (e.g. mental health support)
Safe Parking and Safe Storage	<ul style="list-style-type: none"> • Number of people experiencing vehicular homelessness • Number of connections to coordinated entry/ access sites • Number of encampments, including vehicular
Crisis Housing Beds	<ul style="list-style-type: none"> • Number of crisis housing beds available for referrals (including emergency shelter, interim housing, medical respite, domestic violence shelter, faith-based shelter, family shelter, transitional housing, motel vouchers, winter shelters, detox beds, etc.)

Priority 3: Focus on Root Causes to Prevent Homelessness	
Goal: Seek to increase the number of individuals diverted from the homelessness response system by leveraging strategic partnerships with upstream services and building in mechanisms to measure success.	
Strategies	Metrics
Homelessness Prevention Services	<ul style="list-style-type: none"> • Number of connections to homelessness prevention programs • Number of successful outcomes for homelessness prevention programs • Number of individuals diverted from homelessness response system • Developed By-Name List/ total active people experiencing homelessness each month • Number of people entering homelessness each month • Total number of people exiting to housing each month • Number of successful housing placements
Cross-Sector Collaboration, Discharge Planning, and Early Identification	<ul style="list-style-type: none"> • Number of providers, nonprofits, and cross-sector partners that utilize housing problem solving strategies • Number of individuals diverted from homelessness response system • Number of early identification tools utilized by the City and regional partners • Number of cross-sector partners that conduct homelessness prevention, housing problem solving, early identification, and discharge planning • Developed By-Name List/ total active people experiencing homelessness each month • Number of people entering homelessness each month • Total number of people exiting to housing each month • Number of people experiencing unsheltered homelessness discharged from mainstream institutions or re-entering from homelessness response system
Subpopulations	<ul style="list-style-type: none"> • Number of key subpopulations reflected in data • Number of unique services targeted at key subpopulations
Racial Equity	<ul style="list-style-type: none"> • Demographic breakdown across all components of homelessness response data • Number of programs/ projects that address racial equity • Number of staff hired with lived experience • Number of staff engaged in race equity training
Stabilization	<ul style="list-style-type: none"> • Number of successful referrals to physical health, mental health, behavioral health, substance use disorder treatment, employment & income support partners • Number of clients that successfully exit housing programs

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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: April 17, 2023

Subject: Consideration to Approve a Memorandum of Understanding with the San Fernando Public Employees' Association and Adopt a Resolution Amending the Fiscal Year 2022-2023 Salary Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (MOU) (Attachment "A"- Contract No. 2145) between the City of San Fernando and the San Fernando Public Employees' Association (SFPEA) for a five-year term (July 1, 2022 through June 30, 2027);
- b. Adopt Resolution No. 8227 (Attachment "B") amending the Fiscal Year (FY) 2022-2023 Salary Plan to include certain provisions in the approved MOU between the City of San Fernando and SFPEA; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. On June 18, 2018, the City and the San Fernando Public Employees' Association (SFPEA) executed a five-year Memorandum of Understanding (MOU) for the term of July 1, 2017 through June 30, 2022 (Contract No. 1887).
2. On June 22, 2022, the City and SFPEA met to begin negotiations for a new MOU. The City and SFPEA met regularly between June 2022 and March 20, 2023.
3. On March 20, 2023, the two parties reached a tentative agreement for a successor MOU (Attachment "A").

Consideration to Approve a Memorandum of Understanding with the San Fernando Public Employees' Association and Adopt a Resolution Amending the Fiscal Year 2022-2023 Salary Plan

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ANALYSIS:

The five-year MOU between the City and SFPEA includes the following changes to employee salaries and benefits for FY 2022-2023 through FY 2026-2027:

1. Salary Adjustments:

- First full pay period after January 1, 2023: 4.0% Cost of Living Adjustment (COLA).
- First full pay period after July 1, 2023: 4.0% COLA.
- First full pay period after July 1, 2024: 4.0% COLA.
- First full pay period after July 1, 2025: 3.0% COLA.
- First full pay period after July 1, 2026: 3.0% COLA.

2. Flexible Spending Account:

- The City will establish a flexible spending account in accordance with the applicable IRS Code to allow employees to pay certain medical expenses pre-tax, with no City contribution.

4. Education Incentive Pay:

- 2% for Bachelor degree.
- Additional 2% for Master's degree.

5. Holiday Pay:

- Add Juneteenth Holiday to approved list of Holidays.

6. Uniform Allowance:

- The City will increase existing uniform voucher for Public Works field employees from \$200 to \$300 annually.
- Recreation and Community Services and Community Development Department field workers shall be provided with an initial issue of one appropriate jacket with bi-yearly replacements, if required (subject to Department Head approval), three (3) polo shirts in July each year, and one (1) pair of work shoes, up to \$75, annually.
- The City will purchase up to one (1) polo shirt in July each year for full-time City Hall staff and clerical staff in Public Works operations.
- Worn uniforms, work shoes, work boots, and equipment shall be replaced, subject to Department Head approval.

In order to implement these changes, it is necessary that the FY 2022-2023 Salary Plan be amended to reflect these provisions. The attached amendment (Attachment "B") includes the negotiated increases to SFPEA unit members, as well as extension of similar benefits to unrepresented confidential employees.

Consideration to Approve a Memorandum of Understanding with the San Fernando Public Employees' Association and Adopt a Resolution Amending the Fiscal Year 2022-2023 Salary Plan

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BUDGET IMPACT:

The total annual net additional cost of the proposed MOU is outlined in the table below:

Fiscal Year	General Fund	Enterprise Funds	Retirement Fund	Total Cost
2022-2023 Additional Cost (2.0%)	\$48,400	\$12,100	\$8,500	\$69,000
2023-2024 Additional Cost (4.0%)	\$100,800	\$25,200	\$18,000	\$144,000
2024-2025 Additional Cost (4.0%)	\$104,800	\$26,200	\$18,500	\$149,500
2025-2026 Additional Cost (3.0%)	\$81,600	\$20,400	\$14,500	\$116,500
2026-2027 Additional Cost (3.0%)	\$84,400	\$21,100	\$15,000	\$120,500

Sufficient contingency funds have been included in the FY 2022-2023 Adopted Budget to cover the additional cost for this fiscal year.

CONCLUSION:

Staff believes the proposed MOU between the City and SFPEA represents a balanced agreement that provides fair compensation to SFPEA employees and allows the City to remain competitive in recruiting new employees.

ATTACHMENTS:

- A. Contract No. 2145
- B. Resolution No. 8227

**MEMORANDUM OF
UNDERSTANDING
(MOU)**

**San Fernando
Public Employees Association
(SFPEA)**

**City of San Fernando
(City)**

SFPEA REPRESENTATION

Service Employees International
Union, Local 721

MOU TERM

July 1, 2022 – June 30, 2027

CITY CONTRACT NO.

2145

ADOPTION DATE

April 17, 2023

MOU: SFPEA (2022 – 2027)

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ARTICLE 1 — INTRODUCTION

1.01 PREAMBLE

This Memorandum of Understanding by and between the Service Employees International Union (SEIU) Local 721, San Fernando Public Employees Association, (“SFPEA/SEIU Local 721” or “Union”) and the City of San Fernando (“City”) has, as its purpose, the promotion of fair and harmonious relations, cooperation, and understanding between the City and SFPEA/SEIU Local 721 (collectively referred to as “the Parties”) and the employees it represents; the establishment of a fair, orderly, equitable, and peaceful procedure for the resolution of misunderstandings or differences which may arise under this MOU; and the establishment of wages, hours and terms and conditions of employment that significantly and adversely affect the employees covered by this MOU.

1.02 RECOGNITION

Pursuant to the City’s Employer-Employee Relations Resolution and the Meyers-Milias-Brown Act (“MMBA”) (Government Code Section 3500 et. seq.) the City recognizes SFPEA/SEIU Local 721, as the exclusive representative of the full time employees in the Miscellaneous Employee Bargaining Unit (SFPEA).

SEIU restructured its locals in the state of California and effective March 1, 2007, Local 347 became SEIU Local 721. The City now recognizes SEIU Local 721, CTW, CLC.

1.03 IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)

This MOU constitutes an agreement and joint recommendation for ratification by the general membership of SFPEA/SEIU Local 721, and approval and adoption in its entirety by the City Council of the City of San Fernando.

Whenever any ordinance, rule, regulation, resolution or other action is required for the implementation of this MOU, the effective date of that ordinance, rule, regulation, etc. will be the same as the effective date provided for in this MOU, unless otherwise specified to become effective at a different date.

Except as specifically provided herein, the Parties do not waive their rights to meet and confer in good faith during the term of this MOU with respect to any other matters within the scope of representation.

1.04 PRE-EMPTIVE LAW AND SEVERABILITY

The Parties agree that this MOU is subject to all current and future applicable federal, state, and local laws. If any provision of this MOU conflicts with or is inconsistent with such laws, or is held invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance

MOU: SFPEA (2022 – 2027)

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with or enforcement of any provision of this MOU shall be restrained by such tribunal or office, then that conflicting or invalid provision shall be of no force or effect, and the parties shall, upon request, meet and confer over any proposed replacement provision and the remainder of the MOU shall not be affected.

1.05 DURATION OF THE MEMORANDUM OF UNDERSTANDING

This MOU shall be effective 7/1/22 and shall terminate at 12:00 midnight on 6/30/27.

Either party to the MOU wishing to negotiate a successor MOU shall deliver to the other party by April of the final year of the MOU, a formal request to reopen negotiations.

All of the current terms and conditions, including any side letter agreements, in the MOU shall remain in effect until either a successor agreement is reached between the parties, the City implements its last, best and final offer following completion of any applicable impasse resolution procedures, or unless a specific expiration date is otherwise provided for in this MOU.

1.06 FULL UNDERSTANDING

SFPEA/SEIU Local 721 and the City agree that during the negotiations which resulted in this MOU, each party had the unlimited right and opportunity to make proposals with respect to any subject or matter within the scope of bargaining and that this MOU represents the full and complete understanding and agreement of the Parties on terms and conditions of employment specifically addressed herein.

1.07 PREVAILING RIGHTS

To the extent that they are not expressly or by necessary interpretation and application covered by the purpose, intent, and language of this MOU agreement, all rights, privileges, obligations, and working conditions of employment within the scope of representation presently enjoyed by the employees within the unit shall remain in effect and be operative during the term of this agreement, unless eliminated, enlarged or otherwise modified after a meet and confer process, to the extent that such procedures are required by Federal laws and the laws of the State of California.

1.08 MANAGEMENT RIGHTS

The City's rights include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the method, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies;

MOU: SFPEA (2022 – 2027)

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and exercise complete control and discretion over its organization and technology of performing its work, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers, and authority.

1.09 NON-DISCRIMINATION

The parties mutually reaffirm California state laws of nondiscrimination in the treatment of any unit member because of race, religious creed, color, sex, age, disability, sexual orientation, national origin or ancestry, medical conditions (for example, cancer and genetic characteristics), marital status, and as defined under the California Fair Employment and Housing Act (FEHA) and all other state and federal anti-discrimination laws.

ARTICLE 2 — INSURANCE BENEFITS

2.01 MEDICAL DENTAL AND VISION INSURANCE FOR ACTIVE EMPLOYEES

The City contracts with the California Public Employees' Retirement System (CalPERS) for medical insurance coverage. Eligible new hires are covered under the program on the first day of the month following enrollment.

For employees hired prior to June 30, 2017, the City's contribution for medical insurance benefits on behalf of each unit employee and eligible dependent(s) shall be as follows:

- A. HMO Plans: Capped at the cost of the highest HMO plan for Los Angeles Area Region only, available at each plan level (i.e., employee, employee+1, employee+2 or more).
- B. PPO plans: For employees hired prior to July 1, 2009 who were enrolled in a PPO plan prior to July 1, 2009 and continue to be enrolled in a PPO plan, the City has established an optional benefit plan. The City's contribution toward that optional benefit plan shall be the amount of money necessary to pay the difference between the highest cost HMO plan in the L.A. Area and the employee's designated PPO plan. Optional benefit plan money is designed to be used only toward the purchase of PPO insurance.

The City shall continue to pay the cost of the full premium for dental and vision plans for both employee and their dependents for the term of this MOU.

- C. Cafeteria Plan: Unit employees hired on or after July 1, 2017 shall receive a monthly flex dollar allowance to apply toward medical, dental and vision benefits offered through the City's insurance plans.
 - 1. Employees hired on or after July 1, 2017 may make an irrevocable decision to enroll in the Cafeteria Plan during the annual open enrollment period.

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2. For employees enrolled in the Cafeteria Plan, the monthly flex dollar allowance, inclusive of the statutory PEMHCA minimum, shall be equal to the highest Flex Dollar allowance in effect for non-safety bargaining units at each plan level (i.e., employee, employee+1, employee+2 or more). For 2023, the monthly dollar allowance is as follows:
 - a. Employee: \$1008.88
 - b. Employee +1: \$1,739.30
 - c. Family: \$2,337.42
 3. Beginning January 1 of each year during the term of this MOU, the monthly dollar allowance, inclusive of the statutory PEMHCA minimum, will be adjusted based on the average change from the prior year monthly premium for CalPERS contracting agencies in the Los Angeles Area Region for all plans. The adjustment will not be less than 0.0% and will not exceed 4.0%.
 4. The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan, and other supplementary products, after enrolling in a mandatory medical insurance plan. Unit employees have the option to waive the other benefits.
 5. In the event that premiums and/or costs for the selected benefits exceed the monthly flex dollar allowance, the balance will be paid by the employee through automatic pre-tax payroll deduction, as permitted under IRS Code section 125.
 6. In the event the premiums and/or costs for the selected benefit are less than the monthly flex dollar allowance, surplus funds will not be returned to the employee. In lieu of receiving surplus flex dollar funds, all unit employees participating in the cafeteria plan will receive a contribution of fifty dollar (\$50) per month into a Retiree Health Savings Account, effective from the date of hire or enrollment in the Cafeteria Plan. Employees that qualify for benefits under Sections 2.01(6) and 2.02(C)(2) will receive the sum of both monthly contributions.
- D. Opt-Out: As an alternative to City provided health/medical coverage, employees shall be entitled to “opt out” of City provided health/medical benefits. In the event that an employee elects to “opt out” of the City’s health/medical benefit coverage, the City will pay on behalf of the employee an amount equal to the most expensive family level dental and vision premiums (currently \$210/month) which the employee can use toward participation in a dental and/or vision plan or choose to deposit \$210 into a Retiree Health Savings Plan, as designated by the City. . If the employee elects to purchase dental and/or vision insurance, surplus funds, if any, will not be returned to the employee. . The employee must annually provide the City with evidence of other health/medical insurance coverage that meets the minimum essential coverage requirements, as

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established by the Affordable Care Act, through another source (other than coverage in the individual market, whether or not obtained through Covered California) in order to “opt out” of health/medical coverage. This “opt out” rate shall not change for employees covered under this MOU during the term of this MOU.

2.02 MEDICAL INSURANCE FOR RETIREES

The City provides retiree medical benefits as follows:

- A. Retiree Medical Tier I: Employees retired on or before June 30, 2015:
 - 1. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employees and eligible dependents.
 - 2. If retired on or after January 1, 2013, 100% paid medical insurance for employee and eligible dependents, excluding PERS Care plan, if the most expensive.
- B. Retiree Medical Tier II: Employees hired on or before June 30, 2015 and retire on or after July 1, 2015: If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance benefits for whatever plan the employee selects for himself/herself and eligible dependents, except PERS Care plan, if the most expensive.
- C. Retiree Medical Tier III: Employees hired on or after July 1, 2015 and subsequently retire from the City:
 - 1. If the employee meets the vesting schedule set forth in California Government Code Section 22893, PEMHCA minimum.
 - 2. The City shall contribute one hundred dollars (\$100) per month into a Retiree Health Savings (RHS) Plan, as designated by the City.

2.03 LIFE INSURANCE

Effective July 1, 2009, the City shall provide each unit member with a \$50,000 Basic Life and Accidental Death & Dismemberment insurance policy at no cost to the employee.

2.04 FLEXIBLE SPENDING ACCOUNT

The City will establish a flexible spending account in accordance with the applicable IRS Code to allow employees to pay certain medical expenses pre-tax, as allowed by the IRS as authorized expenses. This account will be funded solely by employee contributions who voluntarily choose to participate.

ARTICLE 3 — RETIREMENT BENEFITS

3.01 RETIREMENT FORMULA

The City shall provide retirement benefits to eligible unit employees under the California Public Employees Retirement System (CalPERS) as set forth below. The definition of “new” member and “classic” member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

- A. First Tier: “Classic” members hired on or before, November 12, 2005 receive the 3% @ 60, of the highest twelve consecutive months compensation retirement calculation, as per Government Code Section 21354.3.
- B. Second Tier: “Classic” members hired after November 12, 2005, receive the 2% @ 55, of the highest twelve consecutive months compensation retirement calculation, as allowed by Government Code section 20475.
- C. Third Tier: “New” members hired on or after January 1, 2013 receive the 2% @ 62, final consecutive 36-month average compensation retirement calculation.

3.02 EMPLOYER PAID MEMBER CONTRIBUTIONS

Effective on the first day of the pay period including July 1, 2016, the City shall pay 8% of the member contribution for First Tier “classic” members, and 7% of the member contribution for Second Tier “classic” members. The City shall report this Employer Paid Member Contribution (“EPMC”) to CalPERS as special compensation

In accordance with PEPRA, “new” members shall pay the full employee contribution of 50% of the total normal cost.

Contributions are pursuant to Government Code Section 20691, and are paid on a Pre-Taxed basis. Mandatory employee participation is required by CalPERS.

3.03 OTHER RETIREMENT BENEFITS

The City shall also provide the following retirement benefits for employees covered by this MOU:

- A. 4th Level of 1959 Survivor Benefits (Government Code §21574).
- B. 5% Annual Cost-of-Living November 12, 2005; and a 3% Cost-of-Living-Allowance for employees who entered CalPERS membership after November 12, 2005, (Government Code §21335).
- C. Credit for Unused Sick Leave for as per stipulated CalPERS guidelines (Government Code §20965).

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3.04 MILITARY BUY BACK

The City contracts with CalPERS to implement Government Code Section 21024, Military Service Credit as Public Service, at no cost to the City for eligible employees.

ARTICLE 4 — LEAVE BENEFITS

4.01 VACATION LEAVE

Vacation leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

Unit members may, at the employee's discretion, carryover up to and including two years' worth of his/her current annual vacation allowance for use in the following year.

An employee who is denied vacation leave due to the Departments staffing issues, and who exceeds his/her maximum vacation accrual cap due to such denial, shall continue to accrue vacation time over and above the cap until such time as the department is able to allow sufficient vacation leave to bring the employee under the cap. This provision shall not apply if an employee first requests vacation leave within 24 hours or less of reaching his/her accrual cap.

The City shall provide for vacation leave accrual on a payroll to payroll basis-as follows:

- | | | |
|----|--|--------------------|
| A. | <u>Years of Service and Annual Accrual</u> | <u>Accrual Cap</u> |
| | 1. 10 days (80 hours) for 1 to 4 years of service | 160 hours |
| | 2. 15 days (120 hours) for 5 to 10 years of service- | 240 hours |
| | 3. 16 days (128 hours) for 11 years of service | 256 hours |
| | 4. 17 days (136 hours) for 12 years of service | 272 hours |
| | 5. 18 days (144 hours) for 13 years of service | 288 hours |
| | 6. 19 days (152 hours) for 14 years of service | 304 hours |
| | 7. 20 days (160 hours) for 15 years of service | 320 hours |
- B. Vacation Cash Out: On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to 40 hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year, provided the employee still has a minimum of eighty (80) hours of accrued vacation remaining after the cash out. If, however, the employee's vacation leave balance would result in less than eighty (80) hours remaining after the cash out), the employee will receive cash for the amount of leave above eighty (80) hours that the employee has accrued at the time of the cash out.

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4.02 HOLIDAY LEAVE

Employees who are required to work on a holiday shall receive holiday compensation at the rate of time and one-half (1 1/2) times their base salary rate of pay in addition to their regular rate of pay for all hours worked.

Each unit employee shall be entitled to the following holidays with pay:

New Year's Day	
Martin Luther King, Jr. Day	
Presidents' Day	
Cesar Chavez Birthday	(When Cesar Chavez birthday falls on any day except Monday, the holiday will be observed on the Friday following the actual holiday).
Memorial Day	
Juneteenth	
Independence Day	
Labor Day	
Float day —	(Each July 1, employees will accrue a Float Holiday, if not used within 12 months of receipt of the holiday, the Float Holiday is lost.)
Veterans Day	
Thanksgiving Day	
Day after Thanksgiving	
Christmas Day	

4.03 SICK LEAVE

Sick leave shall be accrued, allowed, and credited as follows:

- A. Full time employees accrue sick leave at the rate of eight (8) hours per month. Employees are eligible to use sick leave once it has been accrued.
- B. Any employee eligible for sick leave may use such leave for the following reasons:
 - 1. Medical and dental office appointments during work hours when authorized by the immediate supervisor; and/or
 - 2. Personal illness or physical incapacity resulting from causes beyond the employee's control, including but not limited to, pregnancy, childbirth, and other medically-related conditions; and/or
 - 3. For an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a).

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4. Sick leave shall be considered as “actual time worked” for purposes of calculating overtime premium pay.
- C. The City may request a doctor’s note after three (3) consecutive days of illness.
 - D. Employees shall be allowed to accumulate sick leave to a maximum of 800 hours. All time accrued in excess of 800 hours shall be paid at the end of the calendar year, at the rate of 35% of the employee’s regular rate of pay.
 - E. The City shall allow any employee upon retiring by reason of reaching retirement age under CalPERS to be paid at the employee’s then prevailing rate of pay, one half (1/2) of accumulated and unused sick leave time (total of employee’s “sick leave bank” plus the accumulated sick leave for the current year) not to exceed a maximum of the employee’s one (1) month pay.
 - F. In accordance with the California Family Sick Leave and Paid Sick Leave Acts, an employee is allowed up to 48 hours of family leave per calendar year for family-related illness or injury, which shall be charged against the employee’s accumulated sick leave. “Family” as used in this subsection is limited to any relation by blood, marriage, or adoption who is a member of the employee’s household (under the same roof); and any parent, substitute-parent, parent-in-law, spouse, registered domestic partner, child, sibling, grandchild, or grandparent of the employee, regardless of residence.
 1. As used in this subsection, the term “child” includes any biological or adopted child, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis (regardless of age or dependency status).
 2. As used in this subsection, the term “parent” includes any biological or adoptive parent, foster parent, stepparent, legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child.

4.04 BEREAVEMENT

The City shall authorize unit members to utilize up to three (3) days paid bereavement leave per incident following the death of a member of their immediate family. Employees shall be entitled to an additional two unpaid (2) bereavement days off. Any additional bereavement days off shall be subject to the Department head’s approval on a case-by-case basis. The unit member may utilize accrued sick or vacation time during bereavement leave for additional time off, if needed.

For the purposes of implementing this benefit, the term “Immediate Family” shall mean grandparent, parent, child, sibling (including step or half), spouse or registered domestic partner as permitted by California law, in-laws, or any person living in the employee’s household. Proof of residence may be required. “Parent” shall mean biological, foster or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. “Child” shall mean a

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biological, adopted or foster child, stepchild, legal ward or a child of an employee who has parental rights.

The City shall authorize unit members to utilize one (1) paid day following the death of an extended family member. For the purpose of implementing this benefit, the term “Extended Family” shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

Verification may be requested.

4.05 CATASTROPHIC LEAVE DONATION PROGRAM

The City shall continue the implementation of the Catastrophic Leave Donation Program as set forth in the City’s existing policy (See City Policy Section included here)

- A. Purpose and Scope: This policy establishes guidelines and procedures to be adhered to by all regular full-time City employees when requesting or donating accrued vacation, annual leave, management leave, compensation time, or sick time for use under the Catastrophic Leave Donation Program.

The purpose of the Catastrophic Leave Donation Program is to assist City employees who are otherwise granted leave of absence without pay as a result of catastrophic medical condition or injury to the employee or immediate family member to maintain income and health insurance integrated with accumulated benefits in an amount up to, but not exceeding, the employee’s regular monthly salary

- B. Definitions: For the purposes of implementing this program, “Catastrophic Condition” shall mean any significant personal or family tragedy such as life-threatening illness or severe nonindustrial injury of long duration which requires the employee to need personal time off beyond the amount of leave time he/she has accrued. Maternity leave or elective surgery, unless there are significant unplanned complications preventing the employee’s return to work, is not considered catastrophic.

1. “Personal tragedy” shall mean employees own life-threatening illness or severe non-industrial injury of an extended period of time.
2. “Family tragedy” shall mean life-threatening illness or unplanned medical emergency involving the employee’s immediate family member, i.e., spouse, child, sibling (including step or half), or parent.
3. “Child” shall mean a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing “in loco parentis” (who has parental rights) who is either under the age of 18 or an adult dependent child.

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4. “Parent” shall mean biological, parent, stepparent, legal guardian or person having stood “in loco parentis” (who has parental rights) to employee.
- C. Eligibility: In order to be declared eligible for the catastrophic leave, an employee must meet all of the following conditions:
1. The employee or employee’s immediate family member must have sustained a life-threatening illness or severe non-industrial injury.
 2. Such illness or injury prevents the employee from returning to work for at least 30 days.
 3. The employee has less than 40 total hours left to exhaust all of his/her accrued sick leave, vacation, annual leave, management leave, compensatory time and holidays.
 4. The employee has met the City’s regular full-time employment status and has passed probation.
 5. The employee or his/her designee has provided medical justification as evidenced by a physician’s statement as to the severity and protracted nature of the employee’s condition.
 6. In the case of the employee’s immediate family member, the employee has provided medical justification as evidenced by physician’s statement that the presence of the employee is necessary.
- D. Policy: It is the policy of the City to assist regular full-time employees that are otherwise granted leave of absence without pay due to catastrophic medical condition or non-industrial injury through the implementation of the Catastrophic Leave Donation Program.

Regular full-time employees who are about to exhaust accrued leaves (with less than 40 hours total balance) due to personal and/or family tragedy may be eligible for additional leave time from donations by fellow employees.

Any regular full-time City employee may voluntarily donate to, or make requests for donation of leave. All donations are voluntary and subject to taxation in accordance with applicable state and federal regulations. Donations shall not exceed forty (40) hours per donor. Employees donating accrued leave time must retain a minimum of 160 total leave hours after their donation has been made and must complete a Catastrophic Leave Donation Form to request a transfer of specified accrued leave time.

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The donation is on an as-needed basis, and in no event shall the recipient employee receive more than 480 hours in any 12-month period. The purpose in establishing a donation cap is to limit the donations to a reasonable level rather than allow donations to exceed the need. Under no circumstances shall the total sum of compensation including disability payments, accrued leave, catastrophic leave, and so on, exceed the employee's rate of pay prior to their catastrophe. All disability payments shall be reported to Personnel and use of donated time shall be coordinated with other applicable leave benefits. This Program shall be coordinated with the Family Medical Leave Act (FMLA), and is not a replacement of FMLA or CFRA.

The donated leave must come from accrued leave to which the donor has a vested right for payment upon termination e.g., vacation, sick, annual or management leave, compensatory time or holiday. Leave request and donations shall be processed on a first-come, first-served basis, incrementally as the need arises. The Personnel Manager shall advise all regular full-time employees of any need to donate more hours from time to time.

Once the leave has been donated, the donor relinquishes all claims to the donated leave. The donated leave time shall be converted from the dollar value of the donor's leave time to the hourly leave rate of the recipient employee and added to his/her leave bank. Unused leave balance shall be retained by the recipient, and shall not be returned to the donor.

E. Procedures:

1. The eligible employee must request the leave donation by completing and submitting to the Personnel Office, a Catastrophic Leave Request Form (Available via the City website or the Personnel Office).
2. In the event that the employee is incapacitated to the extent that he/she cannot complete the Catastrophic Leave Request Form, his/her immediate Supervisor can complete one on his/her behalf with the consent of the employee or designated adult beneficiary of the employee (if the employee is unconscious).
3. Upon receipt of the request, the Personnel Manager shall solicit donations from regular full-time employees via a memorandum.
4. Interested donors shall complete the Catastrophic Leave Donation Form and submit to the Personnel Office as soon as possible (Forms available via the City website or the Personnel Office).

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5. The Personnel Office shall verify and certify that the donor has sufficient accrued leave time to make this donation, and then submit for the City Manager's approval.
 6. The Personnel Office shall then process the approved request for transfer to the recipient employee's leave bank. If the donation is not approved, Personnel shall advise the donor accordingly. (The names of the individuals making donations and the number of hours donated shall be kept confidential).
- F. Denial/Abuse of Leave: Denial of a request for Catastrophic Leave shall not be subject to the grievance or other appeal procedures. The employee shall be provided a written explanation of the denial. The availability of Catastrophic Leave shall not delay or prevent the City from taking action to medically separate or retire an employee for disability reasons where necessary.

Inappropriate use of Catastrophic Leave may subject an employee to disciplinary action, up to and including termination, as per stipulated guidelines in the City Personnel Rules.

- G. Authority: By order of the City Manager or their designee.

Employees shall be eligible for catastrophic leave donation based on the conditions specified in the policy. The City shall also agree to amend this policy to provide for an extension of the leave amount at the discretion of the City Manager or their designee on a case-by-case basis.

4.06 FMLA — CFRA LEAVE

- A. Authority: The City provides unpaid family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Family Rights Act ("CFRA"). Unless otherwise provided, "leave" under this provision shall mean leave pursuant to both the FMLA and CFRA.
- B. Definitions
1. "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
 2. "Single 12-month period" means a 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered servicemember and ends 12 months after that date.

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3. “Child” means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee’s child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or step-child, a legal ward, or a child of a person standing “in loco parentis” (who has parental rights).

A child is “incapable of self-care” if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.

4. “Parent” means the biological, adoptive, step or foster parent of an employee, legal guardian, or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
5. “Spouse” means a husband or wife as defined or recognized under California State law for purposes of marriage. “Spouse” also includes registered domestic partners and same-sex partners in marriage.
6. “Domestic Partner,” as defined by Family Code §§ 297 and 299.2, shall have the same meaning as “Spouse” for purposes of CFRA Leave.
7. “Serious health condition” means an illness, injury impairment, or physical or mental condition that involves:
 - a. Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered an “inpatient” when a health care facility formally admits him or her to the facility with the expectation that he or she will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or
 - b. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

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- i. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three full consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - 1) Treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist by a health care provider, by a nurse, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider. The first in-person treatment visit must take place within seven days of the first day of incapacity (FMLA only); or
 - 2) Treatment by a health care provider on at least one occasion (FMLA only – treatment must take place within seven days of the first day of incapacity) and results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
- ii. Any period of incapacity due to pregnancy or for prenatal care. This entitles the employee to FMLA leave, but not CFRA leave. (Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave.)
- iii. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - 1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider;
 - 2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - 3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for

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such incapacity qualify for leave even if the absence lasts only one day.

- iv. A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
- v. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

8. “Health Care Provider” means:

- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
- b. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treat or supervise treatment of a serious health condition;
- c. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- d. Nurse practitioners and nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
- e. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
- f. Any health care provider from whom an employer or group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

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9. “Covered active duty” under the FMLA means: (a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country, or (b) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of member of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.
10. “Covered Servicemember” under the FMLA means (a) a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness and (i) is undergoing medical treatment, recuperation, or therapy, (ii) is otherwise in outpatient status, or (iii) is otherwise on the temporary disability retired list; or (b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
11. “Outpatient Status” means, with respect to a covered servicemember under the FMLA, the status of a member of the Armed Forces assigned to either (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
12. “Next of Kin of a Covered Servicemember” under the FMLA means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.
13. “Serious Injury or Illness” means: (a) in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; or (b) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty

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on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

14. "Qualifying Exigency" means: (a) short-notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) financial and legal arrangements; (e) counseling; (f) rest and recuperation; (g) post-deployment activities; (h) parental care; and (i) additional activities that arise out of the military member's active duty or call to active duty status, provided that the City and the employee agree that the leave qualifies as an exigency and agree as to the timing and duration of the leave.

C. Reasons for Leave

1. Leave is only permitted for the following reasons:
 - a. The birth of a child or to care for or to bond with an employee's newborn child;
 - b. The placement of a child with an employee in connection with the adoption or foster care of a child, or for bonding with the child.
 - c. To care for a child, parent, sibling (including step or half), spouse, or domestic partner who has a serious health condition;
 - d. Because of a serious health condition that makes the employee unable to perform the functions of his/her position (i.e., an employee is unable to perform any one or more of the essential functions of his/her position);
2. Leave for a "qualifying exigency" may be taken arising out of the fact that an employee's spouse, son, daughter, or parent is on covered active duty or under a call or order to active duty status (under the FMLA only, not the CFRA); or
3. Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered servicemember of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces (this leave can run up to 26 weeks of unpaid leave during a single 12-month period) (under the FMLA only, not the CFRA).
4. Employees who misuse or abuse FMLA leave may be disciplined up to and including termination. An employee who fraudulently obtains or uses CFRA leave

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is not protected by the CFRA's job restoration or maintenance of health benefits provisions.

- D. Eligibility and Duration: Employees Eligible for Leave: An employee is eligible for leave if the employee (1) has been employed for at least 12 months; and (2) has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

Amount of Leave: Eligible employees are entitled to a total of 12 workweeks (or 26 weeks to care for a covered servicemember under the FMLA) of leave during any 12-month period. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

Minimum Duration of Leave: If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks' duration on any two occasions.

If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The City will deduct from an employee's pay the amount of time off from work. The City reserves the right to temporarily transfer an employee to an alternative position with equivalent pay and benefits, in the event the position better accommodates the employee's intermittent leave and the employee is qualified to perform the job functions.

Parents Both Employed by the City: In any case in which both parents are employed by the City and are entitled to leave, the aggregate number of workweeks of CFRA leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave).

Similarly, where parent employees both work for the City, they may be limited to a total of 12 weeks of FMLA leave for bonding leave. In any case in which parent employees both employed by the City are entitled to leave, the aggregate number of workweeks of leave

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to which both may be entitled may be limited to 26 workweeks during any 12-month period if leave is taken to care for a covered servicemember under FMLA.

In addition, the City may refuse to grant one employee's request for leave if it would result in both parent employees being on leave at the same time.

Except as noted above, this limitation does not apply to any other type of leave under this policy.

- E. Benefits: Employee Benefits While on Leave: Leave under this provision shall be unpaid. While on leave, employees will continue to be covered by the City's group health, dental, and vision insurance to the same extent that coverage is provided while the employee is on the job for up to 12 weeks each leave year. If the employee is disabled by pregnancy, coverage will continue to be covered for up to 4 months each leave year.

In the event an employee is disabled by pregnancy and also uses leave under the CFRA, the City will maintain the employee's health, dental, and vision benefits while the employee is disabled by pregnancy (up to four months or 17 weeks) and during the employee's CFRA leave (up to 12 weeks).

Depending on the particular plan, the City will inform the employee whether the premiums should be paid to the carrier or to the City. The employee's coverage on a particular plan may be dropped if they are more than 30 days late in making a premium payment. The City will provide the employee with at least 15 days' notice before ceasing coverage. That notice will advise the employee that they will be dropped from coverage if the premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the City shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. The City shall have the right to recover premiums through deduction from any sums that would otherwise be paid by the City (e.g. unpaid wages, vacation pay, etc.).

- F. Substitution of Paid Accrued Leaves: While on leave, as set forth herein, the City may require an employee to use paid accrued leaves, such as vacation days and personal days, to which the employee is entitled at the time of the leave request, during the leave. Similarly, the City may require an employee to use family and medical care leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying. If an employee is receiving a paid benefit (e.g., State Disability Insurance or workers' compensation), the employee is not considered to be on an unpaid leave, and an employee may, at his/her

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option, coordinate the use of paid time off, sick leave, or accrued vacation up to his/her regular salary amount.

- G. Employee's Right to Use Paid Accrued Leaves Concurrently with Family Leave: Where an employee has earned or accrued paid vacation, CTO, that paid leave may be substituted for all or part of any (otherwise) unpaid leave under this provision.

As for sick leave, an employee may elect or the City may require an employee to use accrued sick leave only if (1) the leave is for the employee's own serious health condition; or (2) the leave is for another reason mutually agreed upon between the City and the employee.

If the City and employee do not "mutually agree" to allow use of accrued sick leave to care for a family member, the City may still be required to allow the employee to use some sick leave for the employee to care for a family member with a serious health condition pursuant to the Protected Sick Leave law under Labor Code section 233 and the California Paid Sick Leave Law.

An employee receiving Paid Family Leave to care for the serious health condition of a family member or to bond with a new child is not on "unpaid leave." Therefore the City may not require the employee to use the paid time off, sick leave, or accrued vacation.

- H. City's Right to Require an Employee to Use Paid Leave When Using FMLA/CFRA Leave: Employees who otherwise would be on an unpaid leave of absence must exhaust their accrued leaves concurrently with FMLA/CFRA leave to the same extent that employees have the right to use their accrued leaves concurrently with FMLA/CFRA leave, with two exceptions:

1. Employees are required to use accrued compensatory time earned in lieu of overtime earned pursuant to the Fair Labor Standards Act; and
2. Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition or another reason mutually agreed upon between the City and the employee.

- I. City's Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves: If an employee takes a leave of absence for any reason which is FMLA/CFRA-qualifying, the City may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.

- J. City's and Employee's Rights if an Employee Requests Accrued Leave, Other Than Accrued Sick Leave, Without Mentioning Either the FMLA or CFRA: If an employee requests to utilize accrued vacation leave or other accrued paid time off, other than accrued sick leave, without reference to a FMLA/CFRA-qualifying purpose, the City may not ask the

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employee if the leave is for a FMLA/CFRA-qualifying purpose. However, if the City denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA-qualifying purpose, the City may inquire further into the reason for the absence. If the reason is FMLA/CFRA-qualifying, the City may require the employee to exhaust accrued leave as described above.

K. Medical Certification and Requests for Leave:

1. Requests for Certification: Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by the City. Since the certification need not identify the medical diagnosis or serious health condition, the employee should request that the health care provider not include that information on the certification. To the extent that leave is foreseeable at least thirty (30) days' notice must be provided. If the need for leave is based on planned medical treatment of a family member, military caregiver leave, or a qualifying exigency, an employee is required to notify the City as soon as he/she is aware of the need to take leave, and if practical, must try to schedule the leave so as to minimize disruption to City operations.
2. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position. It should include the anticipated date and duration of the leave. The employee shall be responsible for informing the City, as far in advance as possible, of the date upon which the leave is expected to be completed, or any extensions of the anticipated leave completion date. Should the employee fail to return to work upon the expiration of the leave without obtaining an extension, the employee will be considered to have voluntarily terminated his/her employment with the City.
3. Employees who request leave to care for a covered servicemember who is a child, spouse, parent, or "next of kin" of the employee must provide written certification from a health care provider regarding the injured servicemember's serious injury or illness.

- L. Qualifying Exigency: The first time an employee requests leave because of a qualifying exigency, an employer may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service. A copy of new active duty orders or similar documentation shall be provided to the employer if the

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need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member.

- M. Time to Provide Certification: When an employee's leave is foreseeable and at least 30 calendar days' notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the City within the time frame requested by the City (at least 15 calendar days), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.
- N. Consequences for Failure to Provide an Adequate or Timely Certification: If an employee provides an incomplete medical certification the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established by this policy, the City may delay the taking of FMLA/CFRA leave until the required certification is provided.
- O. Second and Third Medical Opinions: If the City has a good faith, objective reason to doubt the validity of a certification, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, the City may require the opinion of a Leave Rights for California Employees third provider jointly approved by the City and the employee, but paid for by the City. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a second or third medical opinion sought.
- P. Notice of Leave: Although the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. Except for qualifying exigency leave, if leave is foreseeable, at least 30 calendar days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

Q. Return From Leave:

1. Right to Reinstatement: Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms

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and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

An employee returning from leave shall retain the same seniority that the employee possessed at the time the leave commenced for the purpose of layoff, recall, promotion, job assignment, and seniority related benefits. Seniority shall not continue to accrue during the leave period.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the City, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

2. **Employee's Obligation to Periodically Report on His/Her Condition:** Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
3. **Fitness-for-Duty Certification:** As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform the functions of his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.
4. **Reinstatement of "Key Employees":** The City may deny reinstatement to any "key" employee if necessary to prevent substantial and grievous economic injury to the City. A "key" employee refers to any employee who, on the date of the request for leave, is one of the five highest paid employees, or whose gross salary is among the top ten percent of employees. An employee will be notified of his/her status as a key employee if there is any possibility that reinstatement may be denied at the end of the leave period. Should the employee still decide to take leave, the City will continue to pay the employee's health benefits until the expiration of the first 12 weeks of the leave period during any 12-month period.

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- R. Required Forms: Employees must fill out the following applicable forms in connection with leave under this provision:
1. “Request for Family or Medical Leave Form” prepared by the City to be eligible for leave. The City will respond to each request. That request will set forth the conditions of the leave.
 2. Medical certification—either for the employee’s own serious health condition or for the serious health condition of a child, parent, spouse or domestic partner.
 3. Authorization for payroll deductions for benefit plan coverage continuation.
 4. Fitness-for-duty to return from leave form.
 5. Employee’s Obligation to Periodically Report on His/Her Condition. Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
 6. Fitness-for-Duty Certification: As a condition of reinstatement of an employee whose leave was due to the employee’s own serious health condition, which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

4.07 TIME OFF FOR PROMOTIONAL TESTS OR INTERVIEWS

Employees shall be allowed to utilize City time of up to two hours for purposes of taking written or performance tests and up to two hours for participating in interviews within the City.

ARTICLE 5 — EMPLOYEE ASSISTANCE PROGRAM

5.01 EMPLOYEE ASSISTANCE PROGRAM

The City shall continue to maintain the privacy provisions of the Employee Assistance Program (EAP), as an insured program; thereby permitting unit employees to visit a City designated EAP Specialist without having to go through Personnel.

ARTICLE 6 —COMPENSATION

6.01 SALARY

Effective, retroactive to the first day of the first full pay period after January 1, 2023, current unit members shall receive a base salary increase of four percent (4%). For purposes of this provision,

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“current unit members” means unit members employed with the City on the date Council adopts this MOU.

Effective the first full pay period following July 1, 2023, unit members shall receive a base salary increase of four percent (4%).

Effective the first full pay period following July 1, 2024, unit members shall receive a base salary increase of four percent (4%).

Effective the first full pay period following July 1, 2025, unit members shall receive a base salary increase of three percent (3%)

Effective the first full pay period following July 1, 2026, unit members shall receive a base salary increase of three percent (3%).

6.02 DEFINITIONS

As used in this MOU, “Base salary” means “the salary classification, range, and step to which an employee is assigned.” It excludes any additional allowances, special pay, and noncash benefits. As used in this MOU, “Regular Rate of Pay” shall be as defined in the Fair Labor Standards Act (FLSA).

6.03 CALCULATION OF BENEFITS

In computing benefits that are a percentage of base salary (e.g., Longevity, Special Assignment Pay, etc.), each benefit is calculated independently over base salary of each respective employee.

6.04 LONGEVITY

- A. The City shall pay unit employees that have completed ten (10) years of continuous service with the City, an additional three percent (3%) above their base salary step.
- B. The City shall pay unit employees that have completed twenty (20) years of continuous service with the City, an additional one percent (1%) above the previous first longevity step, for a total of four percent (4%) above their base salary.
- C. The City shall pay unit employees that have completed thirty (30) years of continuous service with the City, an additional one percent (1%) above the previous second longevity step, for a total of five percent (5%) above their base salary.

An employee on a leave of absence without pay, or on any form of leave without pay, with the exception of federal or state family leave and/or military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

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6.05 BILINGUAL BONUS

A monthly bilingual bonus shall be paid to those unit employees that qualify in accordance with the following conditions:

A. Field Employees: \$50 per month provided:

1. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on a bi-annual oral testing procedure selected by the City;
2. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

B. Counter Employees: \$100 per month provided:

1. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on a bi-annual oral testing procedure selected by the City.
2. The employee is employed in a job classification whose ~~regular~~ primary duties require the employee to communicate with members of the public.

C. Written Translation of City Materials: \$25 per month: Employees who otherwise qualify for a bilingual bonus under subsection A and B above, shall receive an additional \$25 per month bilingual bonus when asked to translate City materials to Spanish for official publication.

D. Grandfather Provision: Any field employee who has received bilingual pay of \$100 per month on a continuous basis since July 1, 2017 will receive the bilingual bonus in accordance with provisions set forth in subsection B above.

6.06 COURT APPEARANCE PAY

Any bargaining unit employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

6.07 DO NO HARM

The City agrees that no member of the bargaining unit shall have his or her wages or salary or any other compensation negatively affected based on the implementation of the results of any classification study.

ARTICLE 7 - UNION DUES

7.01 PAYROLL DEDUCTIONS

It is understood and agreed that SFPEA/SEIU Local 721 has the right to payroll deduction of membership dues or other Union fees including but not limited to initiation fees, and insurance premiums for non-employer offered union benefit upon revocable written authorization by the affected employee in the form presently used. Such deductions shall be made monthly and forwarded to SFPEA/SEIU Local 721 office. SFPEA/SEIU 721 agrees to hold the City harmless against any and all claims, demands, suits, and other forms of liability that may arise out of or by reason of deduction of dues or other union fees or premiums for union-offered benefits.

7.02 MAINTENANCE OF DUES PAYROLL DEDUCTIONS

Any Unit employees who have authorized Union dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deduction taken by the City during the term of this MOU; provided, however, that any Unit employee may terminate such Union dues each year during the period February 10 through February 28, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the City with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

7.03 VOLUNTARY POLITICAL CONTRIBUTIONS

The City agrees to allow Unit employees to make voluntary political contributions to the Local 721 Political Action Committee through payroll deduction; any unit employee interested in making such contributions shall authorize the City in writing on a form, which clearly indicates that the funds will be used for political activities, and that the contribution is voluntary in nature. The Union shall abide by all Federal and State laws relating to such contributions, and indemnify the City in the event of litigation.

ARTICLE 8 — WORK SCHEDULE

8.01 REGULAR WORK SCHEDULE

City Hall business hours are from 7:30 a.m.-5:30 p.m. (Monday-Thursday) and 8:00 a.m. to 5:00 p.m. (Fridays). Employees assigned to a regular work schedule shall work 8 hours per day, 5 days a week, for a total of 40 hours per week.

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8.02 MODIFIED-WORK SCHEDULE

The City shall include both the 3/12 and 9/80 work schedules for the duration of as permanent items in the MOU. However, City Hall business hours shall be as follows: 7:30 A.M.–5:30 P.M. (Monday–Thursday), and 8:00 A.M.–5:00 P.M. (Fridays). Employees under the 9/80 work schedule shall have the option of either Shift A or B *only*, with opposite Fridays off, as consistent with current City policy and with Department Head’s approval.

ARTICLE 9 — WORKERS’ COMPENSATION

9.01 WORKERS’ COMPENSATION

In those instances when an employee experiences an injury which is recognized as job-related by the City or the Workers’ Compensation Appeals Board, and the employee is absent from work because of the injury, the employee shall receive full pay for the first ten (10) working days of disability without charge against accumulated sick leave.; Thereafter, the injured employee shall have the following options:

- A. Use accumulated leave time to offset the workers’ compensation check up to the employee’s full salary. Employees may choose to use any accrued leave time under this provision; or
- B. Accept the workers’ compensation check as compensation during the period of temporary total disability with no time charged against accumulated earned leave time.

The City agrees to continue full payment of all insurance premiums for the duration of any job-related injury or illness at the same level as the employee had prior to his/her injury regardless of whether or not the employee is on payroll.

In accordance with CalPERS stipulations, as soon as it is believed that a unit employee is unable to perform his/her job because of an illness or injury which is expected to be permanent or last longer than six months, the employee may request that the City accommodate/transfer him/her to a less demanding vacant position. Should there not be a vacant position available, the City shall have the option to submit an application for disability retirement on the employee’s behalf, provided that the employee has attained five or more years of service. However, nothing in this provision, takes away the employee’s option to waive the right to retire for disability and/or elect to resign and withdraw his/her share of retirement contributions. If the employee has attained normal service retirement eligibility, he/she shall have the right to elect service retirement as provided in Government Code Section 20731. The injury or disease causing the incapacity or disability need not be job-related.

9.02 MODIFIED DUTY WORK

The City shall make every reasonable effort to reasonably accommodate ill or injured workers consistent with all applicable provisions of the law.

ARTICLE 10 — UNIFORM ALLOWANCE/EQUIPMENT

10.01 UNIFORM ALLOWANCE/EQUIPMENT

The City shall provide uniforms and/or equipment, as well as provide allowances as follows:

- A. Public Works field employees shall be provided with the following annually unless otherwise specified:
 - 1. A pair of work boots made by Timberland, Red Wing, Wolverine, Stanley Cat, Bates, Chippewa, Carolyn, Sears or Dye Hard consistent with Cal OSHA's ANSI Z41.1 standard. Local Vender, specifications and brands to be provided by the City based on the job performed;
 - 2. A jacket with bi-yearly replacement, subject to Department Head approval.
 - 3. A uniform voucher not to exceed \$300.00.
 - 4. A pair of work shoes for Meter Technicians. All purchases shall be made in accordance with the City's purchasing policy. It is further agreed that these will be deducted from the final salary payment of any employee failing to satisfactorily complete his probationary period.
 - 5. One (1) polo shirt in July each year for full-time City Hall staff and clerical staff in Public Works operations.
- B. Recreation and Community Services and Community Development Department field workers shall be provided with an initial issue of one appropriate jacket with bi-yearly replacements, if required (subject to Department Head approval), three (3) polo shirts in July each year, and one (1) pair of work shoes, up to \$75, annually.

Where uniform allowances are to be paid under the Sections above, they shall be paid semi-annually in December and in June. Worn uniforms, work shoes, work boots, and equipment shall be replaced by the City subject to the Department Head's approval. All worn uniforms must be turned in upon being replaced.

10.02 RAIN GEAR

The City shall provide rain gear to employees assigned to work in the rain, as needed.

ARTICLE 11 — OVERTIME & OTHER COMPENSATION

11.01 OVERTIME ISSUES AND LANGUAGE

For non-exempt employees who work under the regular 7:30 a.m.-5:30 p.m. or 8:00 a.m.–5:00 p.m., Monday–Friday schedule, overtime must be paid or compensatory time off (CTO) granted at the employee’s request as defined in Section 12.02 of this Article for all hours worked over forty (40) hours in a seven day work period. Non-exempt employees who are under the 9/80 or other flex work schedule shall have a designated fixed workweek, and any hours worked over the specified maximum hours within the designated workweek must be paid as overtime or granted compensatory time off at the employee’s request as defined in Section 12.02 of this Article. The City shall comply with the provisions of the Fair Labor Standard Act (FLSA), and shall define the parameters of a standard workweek.

Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for the excess time (overtime hours) worked during the workweek. The payment of overtime to non-exempt, employees will be based upon actual hours worked, which shall include vacation, holiday, and sick time.

Overtime will be equitably distributed amongst qualified employees within their department and classification. The City will develop a form which will be provided to the employee who is offered the overtime and which allows the employee to indicate by his/her signature in what manner they want the overtime to be compensated (i.e. monetarily or through CTO).

The rate at which Contract (i.e., MOU) Overtime is calculated shall not include the City’s Cafeteria Plan Allowance, the opt-out allowance, or any cash back an employee may receive from the Cafeteria Plan Allowance as set forth in Section 2.01, by choosing benefits which cost less than the Allowance.

11.02 COMPENSATORY TIME OFF (CTO)

Unit employees may accrue a maximum of 100 CTO hours. CTO hours in excess of 100 hours must be paid at the rate of one and one-half (1.5) times the regular rate of pay.

The scheduling and use of CTO shall be subject to the approval of the employee’s immediate supervisor or their designee. An employee who has requested the use of CTO is permitted to use such time “within a reasonable period” after making the request, unless it is determined that the employee’s request would “unduly disrupt” the Department operations or impose an unreasonable burden on the Department’s ability to provide services of acceptable quality and quantity for the public during the time required without the use of the employee’s services.

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11.03 SHIFT DIFFERENTIAL PAY

The City pays, in addition to base salary, an additional ninety dollars (\$90) per month to unit members required to work swing shift, and one hundred and twenty dollars (\$120) per month to unit members required to work graveyard shift.

When an employee is assigned to a specific shift eligible for shift differential pay, the employee will be paid the shift differential rate for that shift. In the event an employee works a different shift to fill in for sick leave, vacation, etc., employee will be paid at the rate for his/her assigned shift.

11.04 STAND-BY PAY

All employees who are assigned to mandatory stand-by on the weekends and holidays shall be paid stand-by pay at the rate of \$1.50 per hour during the period when they are required to stand-by.

Employees assigned to mandatory stand-by must:

- A. Provide a phone number at which they can be contacted if a stand-by phone is not issued.
- B. Report to work within 1 hour of being contacted.
- C. Not be under the influence of alcohol, unlawful substances, or prescribed drugs that may impair their ability to perform duties.

At no point shall more than three (3) employees be on stand-by from all the divisions combined (including Water, Street, and Tree, and Facilities).

11.05 SPECIAL PROJECTS BONUS PAY

Employees in Public Works when assigned to the Special Projects Squad shall receive \$5.00 per hour for each hour over their base salary worked on designated special projects. Special Projects pay will not be paid in addition to Inspector pay. No more than three (3) persons will be authorized to receive Special Projects pay for any project; a fourth employee may be assigned to the Special Projects crew at the discretion of the Public Works Director or their designee.

A “special project” shall be any new project work approved by the Public Works Director which meets the following first criterion and at least one or more of the remaining criteria:

- A. Nature of Work: Special projects shall typically be one time, unique construction projects, and does not include on-going routine maintenance duties or deferred maintenance duties.

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- B. Short Deadline: Work which would normally be performed as contractual services, but due to an immediate deadline, cannot reasonably be procured in a timely manner by the informal or formal City procurement process.
- C. Unique Knowledge/Skills: Work which would normally be performed as contractual services, but may be performed more efficiently or effectively Public Works employees due to their unique knowledge of the project and/or work conditions or due to special skills.
- D. Demonstrated Cost Savings: Work which would normally be performed by contractual services, but when assigned to Public Works employees can be performed more efficiently or effectively resulting in demonstrated project cost savings.

11.06 WEEKEND BONUS PAY

The City shall provide weekend bonus pay to any employees assigned to rotating weekend work assignments. Employees who request to work the weekend shall not be eligible for Weekend Bonus Pay.

Any eligible employee that is required and scheduled to perform Weekend Shift duties will be compensated at the rate of an additional \$2.50 per hour over his or her base salary, for those hours spent on weekend assignment. To be eligible for Weekend Bonus Pay, the staff member must be regularly assigned and scheduled to work a weekend. Compensation for weekend shift shall be the employee's base salary plus the weekend bonus pay for hours worked on weekends. Weekend Bonus Pay shall not be included in the determination of Overtime premium rate or comp time. It shall not be combined with other established premium compensation such as stand-by pay, or any other shift pay.

11.07 INSPECTOR DUTY PAY

The City agrees to continue the specialized inspector pay provisions consistent with agreed upon procedures including but not limited to requiring approval by the Department Head and providing for no more than one (1) inspector per project except by official exemption.

Any eligible Public Works field/building maintenance and/or utility employee who is required and scheduled to perform Inspector duties, which are outside of the duties provided in their class specification, will be compensated at the rate of an additional \$6.00 per hour over his or her base salary, for those hours actually spent on inspection.

To be eligible for Inspector Duty Pay, the employee must be certified and be on a Certification List created by the appropriate Department Head. An employee qualifies as "certified" for purposes of Inspector Duty Pay if they have (1) received state or local certification in the inspection subject, or in a related field, and/or (2) received and successfully completed City-sponsored trainings in the inspection subject or in a related field.

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11.08 CALL BACK

Any employee called back to work other than as continuation (immediately preceding or following) of his/her regular established work schedule shall be compensated at the rate of pay equal to one and one-half (1.5) times his/her regular hourly pay. The minimum period to be compensated for any such "callback" time shall be two (2) hours.

11.09 WORKING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager approval, to perform duties outside of his or her job classification on a temporary basis will be paid at the rate of five percent (5%) higher than their current base salary. This five percent working out of class pay shall continue until such time that the Department Head determines that the duties are no longer necessary or the position is reclassified.

11.10 ACTING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager approval to perform duties of a higher level position or to act in a higher capacity outside of their own classification shall be paid at the rate of five percent (5%) higher than their current BASE salary, retroactive to the first day of the assignment, effective the fifth consecutive business day of working in that higher level assignment. If that assignment lasts longer than ten (10) consecutive work days, then the employee shall be paid at Step A of the higher classification or five percent (5%), whichever is higher, effective after the tenth consecutive business day of working in that higher level assignment.

In the event the employee is promoted to the higher level position, and has completed at least six (6) consecutive months in the higher level position to which they were promoted, and has received a satisfactory evaluation within 30 days prior to their promotion, the probation period shall be waived. All consecutive time worked of more than six consecutive months in that higher level position shall be considered time served in the position for seniority as it relates to bumping rights.

No employee shall be assigned to an acting out of class assignment for more than 960 hours per fiscal year during an active recruitment for the vacant position. An employee that exceeds 960 hours when there is no active recruitment, shall be moved to the next salary step after six (6) consecutive months in the acting position, provided they received a satisfactory evaluation.

The City shall ensure that anyone assigned to act in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

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11.11 EDUCATION INCENTIVE PAY

Employees who possess a Bachelor degree in a related field from an accredited educational institution shall receive two-percent (2%) above their base salary step effective the first day of the full pay period following the date they submit proof of their degree to the Personnel Division. Employees who possess a Master degree in a related field from an accredited educational institution shall receive an additional two-percent (2%) above their base salary step effective the first day of the full pay period following the date they submit proof of their degree to the Personnel Division. The employee is not eligible for Education Incentive Pay that is specified as a minimum qualification for the job classification.

11.12 OTHER COMPENSATION

The City will provide Certification/License Pay as follows:

- A. Commercial Driver's License (CDL): Five percent (5%) of base rate of pay for a Class B, an additional two percent (2%) of base rate of pay for a Class A. Maximum of seven percent (7%) for CDL Certification pay if an employee possesses a Class A.
- B. International Municipal Signal Association (IMSA) 1, 2, & 3: Two and one-half percent (2.5%) of base rate of pay for Grade 1, with an additional one percent (1%) of base rate of pay for each additional grade. The Public Works Superintendent classification is required to hold a Grade 1 Certification, therefore, is only eligible for Grades 2 and 3 Certification pay.
- C. California Water Environment Association (CWEA) Grades 1-4 for sewer collection systems: Two and one-half percent (2.5%) of base rate of pay for Grade 1, with an additional one percent (1%) of base rate of pay for each additional grade. The Public Works Superintendent and Public Works Supervisor classifications are required to hold a Grade 1 certification, therefore, are only eligible for Grades 2, 3, and 4 Certification pay.
- D. Engineer in Training (EIT): Five percent (5%) of base rate of pay.
- E. Qualified Applicator Certification (QAC license) to inspect/monitor contractor compliance: Two and one-half percent (2.5%) of base rate of pay. This pay shall be in-lieu of "Inspector Pay."
- F. ISA Aerial Lift/OSHA Aerial & Scissor Lift Certification and Training: Two and one-half percent (2.5%) of base rate of pay.
- G. International Society of Arboriculture (ISA) Certified Arborist: Five percent (5%) of base rate of pay.

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- H. To qualify for any of the Certification/License Pays identified in subsections (A)-(G), the employee must hold a position in Public Works, such as: Public Works Superintendent, Public Works Supervisor, Public Works Senior Maintenance Worker, Public Works Maintenance Worker, Civil Engineering Assistant II, Water Superintendent, Water System Supervisor, Senior Water Worker, Water Worker I/II, Senior Water System Operator or Cross Connection Specialist, or equivalent, and any new non-clerical job classifications added to the Public Works Department. The employee is not eligible for a Certificate/License Pay that is specified as a minimum qualification for the job classification. In the event a unit member is reclassified at a future date to any of these job classifications they shall get the benefit of subsection (A)-(G).
- I. American Water Works Association (AWWA) Backflow Prevention Tester and Cross-Connection Control Program Specialist: Two and one-half percent (2.5%) for each certification. This Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.
- J. California State Water Resources Control Board, Water Distribution System Operator Grade D-III: Two and one-half percent (2.5%) of base rate of pay. This Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.
- K. California State Water Resources Control Board, Water Treatment Operator Grade T-II and T-III: Two and one-half percent (2.5%) per certification. This Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.
- L. CPR/First Aid Trainer: Five percent (5%) of base rate of pay. This Certification/License Pay is only applicable to unit members in classifications assigned to Recreation & Community Services.
- M. Global Identification System (GIS) Certification: Five percent (5%) of base rate of pay. This Certification pay is available to all unit members.
- N. Employees will be ineligible for any of the Certification/License Pays listed in subsections (A)-(G) and (I) to (M) upon expiration/termination of the license or certificate.
- O. Employees receiving any Certification/License Pay set forth in Section 11.12 of this MOU shall not be entitled to Out-of-Class Pay when performing duties authorized by their Certification/License.

ARTICLE 12 — REIMBURSEMENTS

12.01 TUITION REIMBURSEMENT

The City shall reimburse unit members' tuition for job-related approved courses to a maximum of \$3,000 per fiscal year. Department Heads and employees should make every effort to submit accurate requests for tuition reimbursement during the annual budget process.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "C" Grade and commit to continued service to the City for the equivalent of the school units, not to exceed two (2) years.

Employees enrolled in an approved tuition reimbursement program may charge mileage beyond ten (10) miles against tuition reimbursement at the current IRS rate.

12.02 MILEAGE REIMBURSEMENT

Employees who are required by the City to use their private vehicles on City business (i.e. training) shall be reimbursed for mileage at the prevailing IRS rate.

ARTICLE 13 — NEPOTISM

13.01 NEPOTISM

The City shall implement and enforce a policy prohibiting nepotism as defined below:

- A. No person shall be appointed, promoted or hired into a position in the same department when that person's relative already holds a position in the same department, and such employment would result in a direct supervisor-subordinate relationship.
- B. A direct supervisor-subordinate relationship is one in which one person is responsible for the day-to-day supervision and control of the other person, or is in their direct chain of command. Collateral assignments and occasional, overtime or temporary assignments are not considered to violate this policy:
- C. For purposes of this section, "relative" means spouse, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.
- D. If a supervisor and subordinate in the same department marry, the department reserves the right to transfer the employee with the least City seniority to another assignment within the department that is consistent with this policy, without loss of pay. If no such assignment exists in the department that will remedy this supervisor-subordinate

relationship, the employee with least seniority may be transferred to another department. If no such transfer is possible, that employee may be separated from service.

ARTICLE 14 — DISCIPLINARY APPEAL PROCEDURES

14.01 RIGHT TO APPEAL

- A. A regular employee who is discharged, involuntarily demoted, suspended, or reduced in pay for disciplinary reasons shall have the right to appeal such disciplinary action within ten (10) working days of receipt of the final notice of discipline.
- B. Whenever an employee or the Union with the employee's consent, as reflected in the written appeal, requests a disciplinary hearing to appeal the imposition of a discharge, involuntary demotion, or suspension, or reduction in pay for disciplinary reasons, the request for the disciplinary appeal hearing shall be in writing, signed by the employee, or his/her representative, and presented to the Personnel Manager. The request shall identify the subject matter of the request, the grounds for the request, and the relief desired by the employee.
- C. If the employee fails to request a disciplinary hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

14.02 HEARING OFFICER

- A. The City and the employee or his/her representative may mutually choose a hearing officer. If they cannot agree, the hearing officer shall be chosen from a panel of seven (7) hearing officers from a list provided by State Mediation and Conciliation Service (SMCS). The parties shall alternately strike names until one name remains, with the employee or his/her representative striking the first name from the list. Names will be struck until the hearing officer is selected.
- B. The hearing officer shall submit a written decision setting forth his/her findings, conclusions, and recommendations, which shall be binding upon the parties subject to review by a superior court pursuant to Code of civil Procedure 1094.5 and 1094.6.

14.03 SCHEDULING OF DISCIPLINARY HEARING:

Within 45 calendar days after the filing of the employee's request, the Personnel Manager will schedule a future date for the disciplinary appeal, considering the availability of the hearing officer, the parties, and the parties' representative. The Personnel Manager shall notify all interested parties in writing of the date, time, and location of the disciplinary hearing.

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14.04 IDENTIFICATION OF ISSUES, WITNESSES, AND EVIDENCE

No later than ten (10) working days prior to the disciplinary appeal hearing, each party will provide the other and the Personnel Manager a statement of the issues to be decided, a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. The City will use numbers to identify its evidence; the employee shall use alphabet letters.

14.05 SUBPOENAS

Subpoenas and subpoenas duces tecum pertaining to the hearing shall be issued at the request of either party, not less than ten (10) days prior to the commencement of the hearing; after commencement, subpoenas may be issued at the discretion of the hearing officer after considering both parties' positions on the request. The City agrees to take the necessary steps to implement a process for the issuance and enforcement of subpoenas. If the City is unable to implement that process, the City agrees to further meet and confer with SFPEA/SEIU Local 721 on this issue.

14.06 REPRESENTATION AT DISCIPLINARY HEARING

- A. Each party shall have these rights: to be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her.
- B. If the employee appealing the discipline does not testify on her/his own behalf, he/she may be called and examined as if under cross-examination.
- C. Oral evidence shall be taken only on oath or affirmation.
- D. A court reporter will be engaged to record the hearing. The cost of the reporter and the hearing officer will be split between the City and the Union, with each side bearing their own costs for any transcripts.
- E. The hearing shall proceed in the following order, unless the hearing officer otherwise directs:
 - 1. Opening statements shall be permitted with the City proceeding first.
 - 2. The City shall proceed first in the hearing. If witnesses are called, the opposing party shall have the right to cross-examine the witnesses on any matter relevant to the issues, even though if that matter was not covered on direct examination.

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3. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason permits them to offer evidence upon their original case.
4. Closing arguments and written briefs shall be permitted.
5. The hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, for good cause, otherwise directs. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision

14.07 BURDEN OF PROOF

The City shall bear the burden of proof at the disciplinary hearing as to the allegations supporting the discipline.

14.08 CONDUCT OF DISCIPLINARY APPEAL HEARING

- A. The conduct and decorum of the disciplinary hearing shall be under the control of the hearing officer with due regard for the rights and privileges of the parties.
- B. All disciplinary hearings shall be closed to the public unless the affected employee requests that the hearing be open to the public.
- C. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
- D. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions, and irrelevant and unduly repetitious evidence may be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission and exclusion of evidence.
- E. The time limits specified at any step in this disciplinary appeal procedure may be extended or reduced by written agreement of the employee or his/her representative and the representative for the City.

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14.09 HEARING OFFICER’S BINDING DECISION

Within thirty (30) days of the hearing or other mutually agreed upon time frame, the hearing officer shall issue his/her written decision which may sustain, reject or modify the disciplinary action.

14.10 JUDICIAL REVIEW

The Hearing Officer’s written decision shall be subject to judicial review under Code of Civil Procedure Sections 1094.5 and 1094.6.

ARTICLE 15 — GRIEVANCE PROCEDURES

15.01 STATEMENT OF INTENT

The City and SFPEA/SEIU Local 721 have a mutual interest in resolving workplace issues appropriately, expeditiously and at the lowest level possible. In recognition of this mutual interest, the Parties acknowledge that the grievance process is not a replacement for daily communication between the employee and the supervisor, nor is it inherently an adversarial process. Rather, it is a process to mutually resolve workplace issues to the maximum extent possible within the organization.

15.02 PURPOSE AND SCOPE OF GRIEVANCE PROCEDURE:

The grievance procedure is promulgated to establish a formal procedure to deal with employee complaints that arise in the course of employment.

15.03 GENERAL PROVISIONS:

- A. “Grievance” means a dispute by an employee concerning the interpretation or application of specific provisions of this MOU, or Personnel Rules and Regulations governing personnel practices or working conditions applicable to employees covered by this MOU, which dispute has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor. The grievance procedure provided herein shall not be used for:
1. An impasse in meeting and conferring upon the terms of a proposed MOU, or impasse over a single issue within the scope of representation.
 2. The resolution of any complaint concerning oral/verbal warnings, and disciplinary action already covered by the Disciplinary Appeal Procedure in Article 14;
 3. Requests for changes in the content of employee evaluations or performance reviews;

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4. Challenges to a reclassification or a transfer not otherwise subject to meet and confer, a layoff, or denial of a step or merit increase.

15.04 FORMAL GRIEVANCE PROCEDURE:

- A. Step One - Within ten (10) working days after the employee or Union knew or should have known of the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate supervisor upon the Grievance Procedure Form, signed and dated by the employee or the Union. The grievance must state the facts upon which the grievance is based, identifying the specific provisions of the MOU, Personnel Rules, or other rules or regulations which are alleged to have been violated, and the specific remedy requested.
 1. A meeting shall be held between the employee or the Union and the immediate supervisor within ten (10) working days from presentation of the grievance. The purpose of the meeting shall be to secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies.
 2. Within ten (10) working days following the meeting, the supervisor shall render his/her decision in writing. The decision shall be personally served upon the employee or mailed to the employee's last known address or as otherwise specified by the employee. A copy will be emailed to the Union's staff representative and the SFPEA President.
 3. If the supervisor fails to respond within ten (10) working days following the meeting, or such other mutually agreed upon date, the employee or the Union shall be entitled to proceed to Step Two of the grievance process.
- B. Step Two - If the grievance is not resolved in Step One, the employee or the Union may, within ten (10) working days after service of the decision in Step One, or such other mutually agreed upon date, present a signed, dated written grievance to the Department Head with a copy to the Personnel Manager. The grievance must state the facts upon which the grievance is based, identify the specific provisions of the MOU, Personnel Rules, or other rules and regulations alleged to have been violated, and specify the requested remedy. The Department Head shall make whatever investigation is deemed necessary to allow fair consideration of the situation and shall meet with the employee within ten (10) working days from receipt of the grievance.
 1. The Department Head shall render his/her decision in writing within ten (10) working days following the meeting. The decision shall be personally served upon the employee or mailed to the employee's last known address or as otherwise specified by the employee. A copy will be emailed to the Union's staff representative and the SFPEA President.

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2. If the supervisor fails to respond within ten (10) working days following the meeting, or such other mutually agreed upon date, the employee or the Union shall be entitled to proceed to Step Three of the grievance process.
- C. Step Three - If the grievance is not resolved at Step Two, the employee or the Union may, within ten (10) working days after service of the decision in Step Two, present a written grievance to the City Manager. Within ten (10) working days from receipt of the grievance, the City Manager shall arrange a meeting with the employee and/or the Union to discuss the matter.
1. The City Manager shall render his/her decision in writing within thirty (30) working days following the meeting. The decision shall be personally served on the employee or mailed to the employee's last known address or as otherwise specified by the employee. A copy will be emailed to the Union's staff representative and the SFPEA President.
 2. For grievances arising out of a written reprimand, the City Manager's decision shall be final and shall not be subject to the mediation or arbitration procedures set forth in Sections 16.05 or 16.06 below. The employee will have an opportunity to submit a rebuttal which will be included in the personnel file.
- D. General Conditions -
1. The Personnel Manager shall receive and retain copies of all written materials pertaining to the grievance.
 2. At any step in the informal grievance adjustment or formal grievance procedure, the Department Head, the employee's supervisor, the employee, or the Union may request a representative of the Personnel Department to participate in any discussions which may take place.
 3. Grievances may be initiated by the concerned employee or by the Union.
 4. If an employee or the Union fails to proceed with a grievance within any of the time limits specified in this section, it shall be assumed that the grievance has been settled on the basis of the last decision reached. Any extension of the time limits specified in this Article may be provided when mutually agreed upon by all parties concerned.

15.05 MEDIATION

- A. The Union and the City may agree to mediation of the grievance provided a written request for mediation is filed with the Personnel Manager within ten working days of service of the City's Manager's written Step 3 decision. The parties can mutually choose

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a mediator or can request a mediator from the State Mediation and Conciliation Service (under PERB).

- B. The primary effort of the mediator shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. Any costs and expenses of the mediator shall be split equally between the Union and the City. All other individually incurred fees and costs shall be borne solely by the party incurring those fees/costs.
- C. If mediation does not resolve the issue, the grievant or Union has twenty (20) working days to file an appeal to the next level in the procedure.

15.06 ARBITRATION

- A. If the written response at Step 3, or the mutually-agreed upon mediation, does not settle the grievance, or the City Manager fails to provide a written response within thirty (30) working days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the Personnel Manager. Such written request must be filed with the Personnel Manager within twenty (20) working days following:
 - 1. The date of service of the Step 3 written response of the City Manager or designee; or
 - 2. The last day of the response period provided in 16.04(C), Step 3.
- B. Failure of the Union to serve a written request for arbitration with the Personnel Manager within said period shall constitute of the waiver of the grievance.
- C. If such written notice is served, the Parties shall request that SMCS provide them with a list of seven (7) arbitrators who have achieved membership in the National Academy of Arbitrators. The Parties shall then jointly select an arbitrator from that list or by mutual agreement of the parties of another selection method, within ten (10) working days following receipt of said list.
- D. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with the hearing procedures set forth in Sections 14.05 (Subpoenas) and 14.08 of this MOU (Conduct of Disciplinary Appeal Hearing), except that the grievant shall bear the burden of proof. Alternatively, the parties hereto may agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be split equally between the parties, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring such expenses.

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- E. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned. The arbitrator shall serve the decision upon the City, the employee, the SEIU Local 721 representative, and SFPEA President.
- F. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

15.07 GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

- A. The Union may elect to file a grievance on behalf of two or more employees (Group Grievance). The facts and issues of the grievance must be the same.
- B. The Group Grievance must be filed in writing with the City Manager or designee within twenty (20) working days following the day the issue arose. The written grievance shall:
 - 1. State the specific facts and issues on which the grievance is based,
 - 2. Identify the specific provisions of the MOU or Personnel Rules and Regulations governing personnel practices or working conditions alleged to have been violated,
 - 3. Provide the names of the employees impacted by the issue, and the specific remedy being requested.
- C. In addition, all employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the City Manager.
- D. Except as otherwise noted above, Group Grievances shall proceed in accordance with the grievance procedure starting at Section 15.04(C) Step 3 above and continuing through Section 15.06, Arbitration.

ARTICLE 16 — MISCELLANEOUS

16.01 SENIORITY/LAY-OFFS/TRANSFERS IN LIEU OF LAYOFF

Whenever the City Council determines that employees are to be laid off due to curtailment of work, reorganization, lack of funds, or because the necessity for a position no longer exists, the City shall meet and confer prior to the layoffs with SFPEA/SEIU Local 721 to take appropriate action to mitigate such negative consequences of the City's action to bargaining unit employees. Such mitigation may include, but not be limited to, job placement assistance, and severance compensation subject to the meet and confer process.

The City Council may authorize the City Manager to layoff or transfer or demote in lieu of layoff. The City Manager shall notify those employees to be laid off at least ten (10) working days prior

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to the effective date of any such layoff. If less than ten (10) working days' notice is given, the City shall pay commensurate pay up to ten (10) days total.

Layoff shall be by seniority. Seniority for purpose of layoff shall be determined by the date of original appointment to the classification that is identified for layoff. The seniority list shall include all permanent employees. When seniority is equal, the employee with the earliest hire time (original appointment in department for General Employees) shall be determined to have the most seniority.

All temporary and provisional employees in the classification involved shall be separated prior to probationary or permanent employees.

Any employee scheduled for layoff shall have the right to bump to a classification to which the employee meets the minimum qualifications and has more seniority than the person currently in the classification. Seniority in this instance is calculated from original date of hire with the City.

Permanent employees shall be laid off in the reverse order of seniority.

RE-EMPLOYMENT LISTS/CALL BACK

Upon submission of the approved form to the Personnel Manager, employees laid off or demoted in lieu of layoff or transfer in lieu of layoff shall have their names placed on a re-employment list for their former class. The name of any employee on a reemployment list shall be ranked in order of the effective date of the layoff or demotion in lieu of layoff. A laid-off employee reappointed from a re-employment list shall be considered as having been on leave of absence without pay during the period of layoff. The names of employees on the re-employment list shall be retained for the term of the MOU. If a vacancy is filled from a re-employment list, the appointee shall be the individual whose name appears in the first position on such list.

Transfer in Lieu of Layoff: Transfers, including lateral, will be by seniority within a classification. The City shall request volunteers first and if there are no volunteers, the employee with the least seniority will be automatically transferred.

The transfer will be held in abeyance and posted in Personnel and respective department for five (5) work day to allow for volunteers to apply.

Should the position that the employee was transferred from becomes available, the employee who volunteered or was transferred due to his/her seniority shall be offered the available position or shift and will have the right of first refusal.

16.02 PRIVATIZATION /CONTRACTING OUT

The Parties agree that during the term of this MOU, the following terms and conditions shall apply to the contracting of unit work:

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No bargaining unit employee shall be laid off, or suffer loss of pay or benefits as a result of the contracting of unit work.

The City agrees to meet and confer on the impact of any decision to privatize bargaining unit work.

16.03 SAFE AND RESPECTFUL WORKPLACE FOR ALL CITY WORKERS

The City shall agree to update applicable policies to ensure a safe and respectful workplace for all workers. The City also affirms its respect for its workers and shall not condone any unfair treatment of any employee. The City shall update all policies once a year and provide the changes to the Union if and when updated.

16.04 BULLETIN BOARDS

The City shall grant the Union reasonable access to work locations to post their bulletins as needed, for the purposes of notifying members of meetings, elections, events, and other relevant activities. Access shall be restricted so as not to interfere with the normal operations of the Departments or with established safety or security requirements.

16.05 SHIFT SELECTION/TIME OFF SELECTION

Bargaining unit employees that work rotating shifts shall bid shifts, time off vacation requests, time off holiday requests and time off compensatory requests by seniority, according to their date of hire into that particular job classification in his/her department.

16.06 USE OF CITY FACILITIES

With the approval of City Manager, the City agrees that SFPEA/SEIU Local 721 may use City facilities to conduct meetings provided that such use does not interfere with the normal business operations of the City.

16.07 SEIU LOCAL 721 ACCESS

Upon notice to the Personnel Division, a SEIU Union Representative shall be permitted to City facilities or work sites during working hours to assist employees in adjusting their grievances, or to investigate complaints concerning working conditions. Such access shall not interfere with the employees work duties.

16.08 UNIT INFORMATION

The City shall provide SFPEA's Secretary and SEIU Local 721 with the following Unit information:

- A. Name
- B. Job title

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- C. Department
- D. Work location (where the employee actually works, not just their mailing address)
- E. Work phone number
- F. Home phone number
- G. Personal cell phone number
- H. Personal email address (if on file with the City)
- I. Home address

For new employees (including re-hired employees), the City shall provide this information to SFPEA'S Secretary and to SEIU Local 721 within thirty (30) days of the date of the employee's hire, or by the first pay period of the month following their hire whichever is later. For existing employees, the City shall provide the same information to SFPEA'S Secretary and to SEIU Local 721 at least every one hundred and twenty (120) days.

16.09 MEMBERSHIP MEETINGS

A total of one hour of City time will be provided every month for bargaining unit employees to attend Union membership meetings for the entire meeting time. Bargaining Unit Members who leave the membership meeting early and do not promptly return to work may have their accrued leave accounts charged to make up the difference in time. To ensure that the City can provide sufficient coverage, if needed, SEIU 721 will provide the Personnel Manager or their designee with at least 48 hours' notice of any scheduled membership meeting.

16.10 PERSONNEL FILES

An employee, or their certified representative with the written consent of the employee, may inspect that employee's personnel file. The term "personnel file" shall not include any files or notes maintained by a supervisor or manager for purposes of documenting daily observations or verbal counselings/warnings.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or Departmental Head regarding their work performance or conduct if such statement is to be placed in their official personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note their refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

An employee may file a written response/rebuttal to any such document placed in their personnel file, and that written response/rebuttal shall be attached to that document in the personnel file.

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16.11 UNION STEWARDS

A. SFPEA/SEIU Local 721 shall designate a reasonable number of stewards (not to exceed 10) from the membership. A steward may represent a grievance at all levels of the grievance, and shall provide to the City Manager a written list of employees who have been so designated. Management will accept on a quarterly basis any changes to the list.

B. Stewards Rights

1. PROTECTION AGAINST DISCRIMINATION AND RETALIATION.

Management recognizes SFPEA/SEIU Local 721 Stewards and Alternates as official representatives of the Union, and such representatives are entitled to all rights and protections as defined by law and this MOU.

No Steward or Alternate shall be discriminated against or retaliated against in any manner because of the exercise of rights and duties as protected by law and this MOU.

The employer shall provide equal rights to reasonably accommodate stewards with disabilities, provided the accommodation does not create an undue hardship for the City.

Grievances filed under this section shall be expedited to the Third Step upon being filed.

2. RELEASE TIME

SFPEA/SEIU Local 721 Officers, Stewards and Alternates shall be allowed reasonable time off without loss of pay and benefits to perform the responsibilities of their positions, including but not limited to the investigation and processing of grievances, representation at Skelly hearings, Weingarten meetings, informal meetings with Management or pre-disciplinary interviews, where there is a reasonable expectation that disciplinary action will follow, at all levels of the grievance procedure, at Labor-Management meetings, New Employee Orientations, and negotiations, , and to observe working conditions.

The City agrees to provide each steward with 9 hours of release time each year for purposes of steward training. Time spent for steward training shall not count as actual hours worked for purposes of overtime.

Management is responsible for staffing to accommodate release time upon notice of two (2) weeks for release time.

If a steward must leave his/her work location to represent an employee, he/she

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shall first obtain permission from his/her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the steward will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the steward's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Before leaving his/her work location, the steward shall call the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the steward will report to the employee's supervisor who will make arrangements for the meeting requested.

Time spent on grievances, or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or his/her steward shall not be counted as work time for any purpose. Whenever these activities occur during the working hours of the employee and/or the steward, only that amount of time necessary to bring about a prompt disposition of the matter will be allowed. City time, as herein provided, is limited to the actual representation of employees and does not include time for investigation, preparation or any other preliminary activity.

- C. Any grievances arising from a violation of Steward Article will be submitted to the third (3rd) step of the grievance process for resolution.

ARTICLE 17 — JOB DESCRIPTIONS & CLASSIFICATIONS

17.01 JOB DESCRIPTIONS & CLASSIFICATIONS

The City shall consult with the Union when it is establishing new, or revising existing job descriptions and classifications within the Unit. It shall provide the Union a draft of the changes under consideration.

The Union shall provide comments and recommendations about the new or revised job description or classification within fifteen (15) calendar days of receipt of the draft. The City shall consider the Union's comments and recommendations as it prepares the final job description /classification for City Council approval.

The City shall meet and confer with the Union if the new or revised job description/classification potentially changes the position's Bargaining Unit.

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17.02 JOB DESCRIPTIONS

Each employee will be provided with a copy of his/her job description. The duties and responsibilities of each position shall be consistent with the specifications for the job.

For the purposes of this MOU, “classification” shall mean an individual employee’s job classification, or an individual employee’s job description, or the classifications or job descriptions of a group of employees who share the same classification or job description.

17.03 JOINT LABOR/MANAGEMENT COMMITTEE

The City and the Union agree to establish a Joint Labor-Management committee to consult on issues of mutual concern, including but not limited to safety issues and employee wellness program, training program for stewards and front-line supervisors. The committee shall be limited to a total of six (6) members unless the parties mutually agree otherwise. Three (3) members shall be appointed by the City and three (3) shall be appointed by the Union.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings. The Committee will make recommendations to the Council for implementation once the Council concurs, with its recommendation.

17.04 JOINT LABOR MANAGEMENT SUB-COMMITTEE ON CITY PERSONNEL RULES

The City and the Union agree to meet and confer through the Joint Labor Management Committee, which will meet on a monthly basis, or as needed, regarding the City Personnel Rules, Regulations and Policies including Departmental Rules, Regulations and Policies provided such rules, regulations and policies are within the scope of representation.

Scheduling of the Joint Labor Management Committee will be achieved by the parties mutually agreeing to the date, time and location.

The Committee will meet on City work time.

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FOR CITY OF SAN FERNANDO:

FOR SFPEA/SEIU LOCAL 721:

Nick Kimball
City Manager

Date

Ruben Quintana
Chapter President, SFPEA/SEIU Local 721

Date

Michael E. Okafor
Personnel Manager

Date

Date

Richard De La Pena

Date

Date

Manuel Fabian

Date

Date

Charles Leone
Negotiator, SEIU Local 721

Date

RESOLUTION NO. 8227

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 (THE FISCAL YEAR 2022 – 2023 SALARY PLAN), 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 1 of Resolution 8162, adopted June 21, 2022, as amended, be further amended by **deleting** the following, "Schedule C" on page 2, effective the first day of the first full pay period after January 1, 2023:

SCHEDULE C FOR CONFIDENTIAL EMPLOYEES (UNREPRESENTED)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
68	4254	4468	4688	4923	5168
69	4359	4574	4805	5045	5297
70	4468	4692	4927	5171	5430
71	4579	4808	5047	5300	5565
72	4699	4936	5182	5443	5716
73	4818	5060	5313	5578	5856
74	4939	5186	5445	5718	6003
75	5063	5316	5580	5859	6154
76	5188	5448	5721	6006	6306
77	5311	5576	5857	6149	6456
78	5446	5719	6006	6307	6621
79	5585	5864	6159	6467	6789

SECTION 2: That that portion of Section 1 of Resolution 8162, adopted June 21, 2022, as amended, be further amended by **deleting** the following, "Schedule G" on pages 3 thru 4, effective the first day of the first full pay period after January 1, 2023:

**SCHEDULE G
FOR
GENERAL EMPLOYEES (SFPEA)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
64	3592	3790	3999	4219	4451
65	3612	3811	4021	4242	4475
66	3684	3868	4062	4265	4499
67	3762	3972	4189	4420	4663
68	3820	4030	4257	4486	4733
69	3870	4085	4307	4544	4793
70	3953	4172	4400	4641	4896
71	3975	4192	4423	4665	4923
72	4089	4314	4549	4800	5063
73	4176	4401	4644	4898	5168
74	4217	4446	4691	4949	5221
75	4256	4494	4738	4999	5273
76	4342	4576	4829	5096	5374
77	4428	4674	4929	5201	5486
78	4452	4695	4953	5225	5513
79	4545	4795	5058	5338	5632
80	4613	4866	5134	5418	5716
81	4682	4940	5212	5498	5801
82	4752	5014	5291	5580	5886
83	4823	5088	5368	5663	5975
84	4874	5142	5424	5723	6037
85	4964	5237	5525	5829	6149
86	5039	5317	5609	5918	6243
87	5122	5404	5701	6015	6346
88	5198	5484	5786	6102	6437
89	5277	5565	5872	6197	6536
90	5355	5649	5960	6288	6634
91	5435	5734	6050	6383	6732
92	5518	5821	6141	6478	6835
93	5600	5908	6233	6576	6936
94	5686	5999	6328	6676	7046
95	5769	6086	6419	6774	7144
96	5856	6175	6515	6876	7253
97	5946	6271	6616	6982	7365
98	6035	6368	6716	7084	7475
99	6124	6461	6815	7193	7588
100	6216	6560	6919	7298	7700

**SCHEDULE G
FOR
GENERAL EMPLOYEES (SFPEA)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
101	6309	6656	7022	7408	7814
102	6401	6754	7126	7518	7932
103	6498	6854	7235	7631	8051
104	6597	6957	7343	7745	8171
105	6696	7063	7453	7861	8294
106	6797	7171	7565	7981	8420
107	6899	7278	7678	8101	8546
108	7002	7387	7794	8222	8676
109	7107	7498	7910	8346	8805
110	7214	7611	8029	8471	8937
111	7322	7725	8150	8598	9071
112	7432	7841	8272	8727	9207
113	7543	7958	8396	8858	9345
114	7656	8075	8520	8987	9483
115	7771	8196	8649	9122	9626
116	7888	8319	8778	9258	9769
117	8006	8443	8910	9399	9917
118	8126	8570	9044	9540	10066
119	8248	8699	9180	9682	10216

SECTION 3: That that portion of Sub-section A of Section 2 of Resolution 8162, adopted June 21, 2022, as amended, be further amended by **deleting** the following on pages 7 thru 11, effective the first day of the first full pay period after January 1, 2023:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Accounting Assistant	68G	3820	4030	4257	4486	4733
Accounting Technician	73G	4176	4401	4644	4898	5168
Administrative Assistant	74G	4217	4446	4691	4949	5221
Assistant Planner	88G	5199	5485	5787	6104	6438

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Associate Planner	96G	5837	6176	6516	6877	7254
City Electrician	79G	4545	4794	5058	5338	5631
City Mechanic	79G	4545	4794	5058	5338	5631
Civil Engineering Assistant II	104G	6597	6957	7343	7745	8171
Community Development Technician	80G	4613	4866	5134	5418	5716
Cross Connection Specialist	83G	4823	5088	5368	5663	5975
Executive Assistant	78G	4452	4695	4953	5225	5513
Executive Assistant to the City Manager	79C	5585	5864	6159	6467	6789
Housing Coordinator	103G	6498	6854	7235	7631	8051
Payroll Technician	73C	4818	5060	5313	5578	5856
Personnel Assistant	68C	4254	4468	4688	4923	5168
Personnel Technician	73C	4818	5060	5313	5578	5856
Program Specialist	69G	3870	4085	4307	4544	4793
Public Works Field Supervisor I	82G	4752	5014	5291	5580	5886
Public Works Field Supervisor II	89G	5277	5566	5873	6198	6537
Public Works Maintenance Worker	67G	3762	3972	4189	4420	4663
Public Works Superintendent	109G	7107	7498	7910	8345	8804
Public Works Supervisor	91G	5435	5734	6050	6383	6732

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Public Works Technician	80G	4613	4866	5134	5418	5716
Recreation & Community Services Coordinator	75G	4256	4494	4738	4999	5272
Recreation & Community Services Supervisor	88G	5199	5485	5787	6104	6438
Senior Maintenance Worker	77G	4428	4674	4929	5201	5485
Senior Park Maintenance Specialist	77G	4428	4674	4929	5201	5485
Senior Tree Care Specialist	77G	4428	4674	4929	5201	5485
Senior Sewer Worker	77G	4428	4674	4929	5201	5485
Senior Water System Operator	84G	4873	5142	5424	5723	6037
Senior Water Worker	81G	4682	4940	5211	5498	5801
Sewer Worker	67G	3762	3972	4189	4420	4663
Treasurer Assistant	70G	3953	4172	4400	4641	4896
Water Superintendent	113G	7543	7958	8396	8858	9345
Water System Supervisor	95G	5769	6086	6419	6774	7143
Water Worker I	72G	4089	4314	4549	4800	5062
Water Worker II	76G	4342	4576	4829	5096	5374

SECTION 4: That that portion of Section 1 of Resolution 8162, adopted June 21, 2022, as amended, be further amended by **adding** the following, "Schedule C" on page 2, effective the first day of the first full pay period after January 1, 2023:

**SCHEDULE C
FOR
CONFIDENTIAL EMPLOYEES (UNREPRESENTED)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
68	4424	4647	4876	5120	5375
69	4533	4757	4997	5247	5509
70	4647	4879	5124	5377	5647
71	4762	5000	5249	5512	5788
72	4887	5133	5389	5661	5944
73	5011	5262	5526	5802	6090
74	5137	5394	5663	5947	6243
75	5265	5529	5804	6093	6400
76	5395	5666	5950	6246	6558
77	5523	5799	6091	6395	6714
78	5664	5947	6246	6559	6885
79	5809	6099	6406	6726	7061

SECTION 5: That that portion of Section 1 of Resolution 8162, adopted June 21, 2022, as amended, be further amended by **adding** the following, “Schedule G” on pages 3 thru 4, effective the first day of the first full pay period after January 1, 2023:

**SCHEDULE G
FOR
GENERAL EMPLOYEES (SFPEA)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
64	3736	3942	4159	4388	4629
65	3757	3964	4182	4412	4655
66	3832	4023	4224	4436	4680
67	3913	4131	4356	4597	4850
68	3973	4192	4427	4666	4923
69	4025	4248	4479	4726	4985
70	4111	4340	4576	4827	5092
71	4134	4360	4601	4852	5120
72	4253	4487	4731	4992	5265
73	4344	4578	4830	5094	5375
74	4386	4624	4879	5148	5430
75	4427	4674	4928	5199	5484
76	4516	4759	5022	5300	5590
77	4606	4861	5127	5409	5705

**SCHEDULE G
FOR
GENERAL EMPLOYEES (SFPEA)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
78	4631	4883	5152	5434	5734
79	4727	4987	5261	5552	5857
80	4798	5061	5340	5635	5945
81	4870	5138	5420	5718	6033
82	4942	5215	5503	5804	6122
83	5016	5292	5583	5890	6214
84	5069	5348	5642	5952	6279
85	5163	5446	5746	6062	6395
86	5241	5530	5834	6155	6493
87	5327	5620	5930	6256	6600
88	5406	5703	6018	6347	6695
89	5488	5788	6107	6445	6797
90	5569	5875	6199	6540	6899
91	5653	5964	6292	6638	7002
92	5739	6054	6387	6737	7109
93	5825	6144	6483	6840	7214
94	5914	6239	6582	6943	7328
95	6000	6330	6676	7045	7430
96	6090	6423	6776	7151	7544
97	6184	6522	6881	7261	7660
98	6277	6623	6985	7368	7774
99	6370	6719	7088	7481	7892
100	6465	6823	7196	7590	8008
101	6562	6922	7303	7705	8127
102	6657	7025	7412	7820	8250
103	6758	7129	7525	7937	8373
104	6862	7236	7637	8055	8499
105	6964	7345	7752	8176	8626
106	7069	7458	7868	8301	8757
107	7175	7570	7986	8425	8889
108	7283	7683	8106	8552	9024
109	7392	7798	8227	8680	9157
110	7503	7915	8351	8810	9295
111	7615	8034	8476	8942	9434
112	7729	8155	8603	9076	9575
113	7845	8277	8732	9212	9719
114	7963	8398	8861	9347	9863

**SCHEDULE G
FOR
GENERAL EMPLOYEES (SFPEA)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
115	8083	8524	8995	9487	10012
116	8204	8652	9129	9629	10160
117	8327	8782	9267	9775	10315
118	8452	8913	9406	9922	10469
119	8579	9047	9547	10069	10625

SECTION 6: That that portion of Sub-section A of Section 2 of Resolution 8162, adopted June 21, 2022, as amended, be further amended by **adding** the following “Salary Range Numbers/Schedules” for the respective job classifications specified on pages 7 thru 11, effective the first day of the first full pay period after January 1, 2023:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Accounting Assistant	68G	3973	4192	4427	4666	4923
Accounting Technician	73G	4344	4578	4830	5094	5375
Administrative Assistant	74G	4386	4624	4879	5147	5430
Assistant Planner	88G	5406	5703	6018	6347	6695
Associate Planner	96G	6090	6423	6776	7151	7544
City Electrician	79G	4727	4987	5261	5552	5857
City Mechanic	79G	4727	4987	5261	5552	5857
Civil Engineering Assistant II	104G	6862	7236	7637	8055	8499
Community Development Technician	80G	4798	5061	5340	5635	5945
Cross Connection Specialist	83G	5016	5292	5583	5890	6214

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Executive Assistant	78G	4631	4883	5152	5434	5734
Executive Assistant to the City Manager	79C	5809	6099	6406	6726	7061
Housing Coordinator	103G	6758	7129	7525	7937	8373
Payroll Technician	73C	5011	5262	5526	5802	6090
Personnel Assistant	68C	4424	4647	4876	5120	5375
Personnel Technician	73C	5011	5262	5526	5802	6090
Program Specialist	69G	4025	4248	4479	4726	4985
Public Works Maintenance Worker	67G	3913	4131	4356	4597	4850
Public Works Superintendent	109G	7392	7798	8227	8680	9157
Public Works Supervisor	91G	5653	5964	6292	6638	7002
Public Works Technician	80G	4798	5061	5340	5635	5945
Recreation & Community Services Coordinator	75G	4427	4674	4928	5199	5484
Recreation & Community Services Supervisor	88G	5406	5703	6018	6347	6695
Senior Maintenance Worker	77G	4606	4861	5127	5409	5705
Senior Park Maintenance Specialist	77G	4606	4861	5127	5409	5705
Senior Tree Care Specialist	77G	4606	4861	5127	5409	5705
Senior Sewer Worker	77G	4606	4861	5127	5409	5705
Senior Water System Operator	84G	5069	5348	5642	5952	6279

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Senior Water Worker	81G	4870	5138	5420	5718	6033
Sewer Worker	67G	3913	4131	4356	4597	4850
Social Services Coordinator	75G	4427	4674	4928	5199	5484
Treasurer Assistant	70G	4111	4340	4576	4827	5092
Water Superintendent	113G	7845	8277	8732	9212	9719
Water System Supervisor	95G	6000	6330	6676	7045	7430
Water Worker I	72G	4253	4487	4731	4992	5265
Water Worker II	76G	4516	4759	5022	5300	5590

SECTION 7: That that portion of Sub-section A of Section 3 of Resolution 8162, adopted June 21, 2022, as amended, be further amended by deleting Item Nos. 1 (Salary), 14 (Acting Out of Class Pay), and 16 (Other Benefits) on pages 13,18, and 19, under “General and Confidential Employees” and replacing them with the following, effective the first day of the first full pay period after January 1, 2023:

(1) SALARY

The salaries shown for General and Confidential employees reflect a four percent (4%) base salary increase for Fiscal Year 2022-2023, which shall be effective the first day of the first full pay period after January 1, 2023.

“Base salary” means “the salary classification, range, and step to which an employee is assigned.” It excludes any additional allowances, special pay, and noncash benefits.

In computing benefits that are a percentage of base salary (e.g., Longevity, Special Assignment Pay, etc.), each benefit is calculated independently over base salary of each respective employee.

(14) ACTING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager approval to perform duties of a higher level position or to act in a higher capacity outside of their own classification shall be paid at the rate of five percent (5%) higher than their current BASE salary, retroactive to the first day of the assignment, effective the fifth consecutive

business day of working in that higher level assignment. If that assignment lasts longer than ten (10) consecutive work days, then the employee shall be paid at Step A of the higher classification or five percent (5%), whichever is higher, effective after the tenth consecutive business day of working in that higher level assignment.

In the event the employee is promoted to the higher level position, and has completed at least six (6) consecutive months in the higher level position to which they were promoted, and has received a satisfactory evaluation within 30 days prior to their promotion, the probation period shall be waived. All consecutive time worked of more than six consecutive months in that higher level position shall be considered time served in the position for seniority as it relates to bumping rights.

No employee shall be assigned to an acting out of class assignment for more than 960 hours per fiscal year during an active recruitment for the vacant position. An employee that exceeds 960 hours when there is no active recruitment, shall be moved to the next salary step after six (6) consecutive months in the acting position, provided they received a satisfactory evaluation.

The City shall ensure that anyone assigned to act in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

(16) EDUCATION INCENTIVE PAY

Employees who possess a Bachelor degree in a related field to their current classification from an accredited educational institution shall receive two-percent (2%) above their base salary step effective the first day of the full pay period following the date they submit proof of their degree to the Personnel Division.

Employees who possess a Master degree in a related field to their current classification from an accredited educational institution shall receive an additional two-percent (2%) above their base salary step effective the first day of the full pay period following the date they submit proof of their degree to the Personnel Division.

(17) OTHER COMPENSATION

The City will provide Certification/License Pay as specified below. Employees shall receive additional pay as specified, effective the first day of the full pay period following the date they submit proof of their original Certificate/License to the Personnel Division.

- A. Commercial Driver's License (CDL): Five percent (5%) of base rate of pay for a Class B. Two percent (2%) of base rate of pay for a Class A. Maximum of seven percent (7%) for CDL Certification pay.
- B. International Municipal Signal Association (IMSA) 1, 2, & 3: Two and one-half percent (2.5%) of base rate of pay for Grade 1, with an additional one percent

(1%) of base rate of pay for each additional grade. The Public Works Superintendent classification is required to hold a Grade 1 Certification, therefore, is only eligible for Grades 2 and 3 Certification pay.

- C. California Water Environment Association (CWEA) Grades 1-4 for sewer collection systems: Two and one-half percent (2.5%) of base rate of pay for Grade 1, with an additional one percent (1%) of base rate of pay for each additional grade. The Public Works Superintendent and Public Works Supervisor classifications are required to hold a Grade 1 certification, therefore, are only eligible for Grades 2, 3, and 4 Certification pay.
- D. Engineer in Training (EIT): Five percent (5%) of base rate of pay.
- E. Qualified Applicator Certification (QAC license) to inspect/monitor contractor compliance: Two and one-half percent (2.5%) of base rate of pay. This pay shall be in-lieu of "Inspector Pay."
- F. ISA Aerial Lift/OSHA Aerial & Scissor Lift Certification and Training: Two and one-half percent (2.5%) of base rate of pay.
- G. International Society of Arboriculture (ISA) Certified Arborist: Five percent (5%) of base rate of pay.
- H. To qualify for any of the Certification/License Pays identified in subsections (A)-(G), the employee must hold the position of Public Works Superintendent, Public Works Supervisor, Public Works Senior Maintenance Worker, Public Works Maintenance Worker, Civil Engineering Assistant II, Water Superintendent, Water System Supervisor, Senior Water Worker, Water Worker I/II, Senior Water System Operator or Cross Connection Specialist, or equivalent, if reclassified at a future date).
- I. American Water Works Association (AWWA) Backflow Prevention Tester and Cross-Connection Control Program Specialist: Two and one-half percent (2.5%) for each certification. This Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.
- J. California State Water Resources Control Board, Water Distribution System Operator Grade D-III: Two and one-half percent (2.5%) of base rate of pay. This Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.
- K. California State Water Resources Control Board, Water Treatment Operator Grade T-II and T-III: Two and one-half percent (2.5%) per certification. This

Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.

- L. CPR/First Aid Trainer: Five percent (5%) of base rate of pay. This Certification/License Pay is only applicable to unit members in classifications assigned to Recreation & Community Services.
- M. Global Identification System (GIS) Certification: Five percent (5%) of base rate of pay. This Certification pay is available to all unit members.
- N. Employees will be ineligible for any of the Certification/License Pays listed in subsections (A)-(G) and (I) to (M) upon expiration/termination of the license or certificate.
- O. Employees receiving any Certification/License Pay set forth in Section 11.12 of this MOU shall not be entitled to Out-of-Class Pay when performing duties authorized by their Certification/License.

(18) OTHER BENEFITS

For other benefits, such as bereavement, catastrophic leave, medical, dental, and vision insurance, retirement, tuition and mileage reimbursements, sick and vacation leave, and workers' compensation, and so on, applicable to SFPEA/SEIU Local 721 unit members, please refer to their current MOU (Contract No. 2145), which was adopted by the City Council on April 17, 2023.

SECTION 8: Except as amended herein, all other provisions of Resolution No. 8162, adopted June 21, 2022, remains unchanged and in full force and effect.

SECTION 9: 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 17th day of April, 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. 8227 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 17th day of April, 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 April, 2023.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief
Jennifer Spatig, Management Analyst

Date: April 17, 2023

Subject: Consideration to Accept AB 481 Approval of the Military Equipment Use Policy (Government Code 7071) Annual Report

RECOMMENDATION:

It is recommended that the City Council accept the AB 481 Approval of the Military Equipment use Policy Annual Report.

BACKGROUND:

1. On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (AB 481), relating to the use of “military equipment” by law enforcement agencies in California.
2. AB 481 seeks to provide transparency, oversight, and opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, and used by law enforcement agencies.
3. AB 481 requires law enforcement agencies to obtain authorization from their governing bodies, via adoption of a military equipment use ordinance and related policy, thus approving the military equipment. The governing body as defined under law for the City is the San Fernando City Council.
4. On July 18, 2022, the City Council adopted Ordinance No. 1711 adopting a Military Equipment Use Policy. Per AB 481, and in accordance with the City’s adopted Policy, SFPD is required to submit an annual report to the City Council within one year of approval, and then annually for as long as the military equipment is available for use.
5. On April 5, 2023, the Military Equipment Use annual report was presented to the Transportation and Public Safety Commission. The Commission requested actual costs of any maintenance be added to this report as well as a representative picture provided to depict each weapon covered in the Annual Report.

**Consideration to Accept AB 481 Approval of the Military Equipment Use Policy (Government Code 7071)
Annual Report**

Page 2 of 5

ANALYSIS:

The Police Department is committed to community safety and uses various tools and equipment to meet that commitment. Like many other agencies throughout the nation, the Police Department utilizes some of the items defined by AB 481 as military equipment. These items provide officers with the critical tools and the ability to safely resolve dynamic and volatile situations that may rise to the level of a lethal encounter. Possession of this equipment and meeting the reporting requirements of AB 481 comply with the Department's Use of Force policy.

The term "military equipment," as used in AB 481, does not necessarily indicate equipment that has been used or provided by the military. The Police Department has not acquired surplus military equipment in the past 12 calendar months.

Pursuant to AB 481 reporting requirements, the following is a summary of the military equipment currently in use by the Police Department.

1. Specialized Firearms and Ammunition

This equipment is typically used to address potentially deadly threats with more precision, handle close-quarter situations/confined spaces, and/or deployment at greater distance than a handgun. According to State and Federal law, the Police Department's policy is to utilize the equipment only for official law enforcement purposes. Those operating specialized firearms receive POST certified training and complete annual training to maintain certification. The Police Department possesses the following specialized firearms:

- a. Colt AR-15 M4 Carbine Rifles (4)
 - i. Acquisition Cost: \$5,600
 - ii. Estimated Annual Cost: \$0-\$1,000.
 - iii. Actual Annual Operating Cost: \$0
- b. Submachine Guns (8)
 - i. Acquisition Cost: \$3,000
 - ii. Estimated Annual Cost: \$0-\$2,000
 - iii. Actual Annual Operating Cost: \$0
- c. Sniper Rifles (2)
 - i. Acquisition Cost: \$16,400
 - ii. Estimated Annual Cost: \$0-\$2,000
 - iii. Actual Annual Operating Cost: \$0
- d. .308 Winchester 168 Grain Rifle Cartridges (5,000)
 - i. Acquisition Cost: \$11,000
 - ii. Estimated Annual Cost: \$0-\$10,000
 - iii. Actual Annual Operating Cost: \$0

Consideration to Accept AB 481 Approval of the Military Equipment Use Policy (Government Code 7071)

Annual Report

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2. PepperBall Launcher and Projectiles

This non-lethal equipment is typically used to de-escalate conflicts where lethal force is prohibited or undesirable. Situations where this equipment may be deployed include dealing with combative individuals, riots or civil unrest, potentially vicious or dangerous animals, and training exercises or demonstrations. In accordance with State and Federal law, the Police Department's policy is to utilize the equipment only for official law enforcement purposes. Only those trained as operators or instructors or designated by the Police Chief are authorized to use the PepperBall system. The Police Department possesses the following pepperball launcher equipment:

- a. PepperBall Launcher (6)
 - i. Acquisition Cost: \$7,500
 - ii. Estimated Annual Cost: \$0-\$2,000
 - iii. Actual Annual Operating Cost: \$0
- b. PepperBall Live Projectile (3,000)
 - i. Acquisition Cost: \$6,824
 - ii. Estimated Annual Cost: \$0-\$6,824
 - iii. Actual Annual Operating Cost: \$0

3. Tear Gas

This non-lethal chemical agent munitions equipment is typically used to limit the escalation of conflict where use of lethal force is prohibited or undesirable. Situations in which this equipment may be used include dealing with combative individuals, riots or civil unrest, potentially vicious or dangerous animals, and training exercises or demonstrations.

In accordance with State and Federal law, the Police Department's policy is to utilize the equipment only for official law enforcement purposes. Only those who are POST certified or designated by the Police Chief are authorized to use this equipment. The Police Department possesses the following tear gas equipment:

- a. CS Direct Impact 40mm Munition (50)
 - i. Acquisition Cost: \$1,550
 - ii. Estimated Annual Cost: \$0-\$1,550
 - iii. Actual Annual Operating Cost: \$0
- b. CS Spede-Heat Long Range 40mm Munitions (40)
 - i. Acquisition Cost: \$885
 - ii. Estimated Annual Cost: 0-\$885
 - iii. Actual Annual Operating Cost: \$0
- c. CS Ferret 40mm Munitions (20)
 - i. Acquisition Cost: \$400
 - ii. Estimated Annual Cost: \$0-\$400
 - iii. Actual Annual Operating Cost: \$0

Consideration to Accept AB 481 Approval of the Military Equipment Use Policy (Government Code 7071)

Annual Report

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- d. CS Muzzle Blast 40mm Munitions (10)
 - i. Acquisition Cost: \$270
 - ii. Estimated Annual Cost: \$0-\$270
 - iii. Actual Annual Operating Cost: \$0
- e. CS Liquid Ferret 12 Gauge (100)
 - i. Acquisition Cost: \$600
 - ii. Estimated Annual Cost: \$0-\$600
 - iii. Actual Annual Operating Cost: \$0
- f. OC Liquid Ferret 12 Gauge (100)
 - i. Acquisition Cost: \$600
 - ii. Estimated Annual Cost: \$0-\$600
 - iii. Actual Annual Operating Cost: \$0
- g. CS Stinger Grenades (20)
 - i. Acquisition Cost: \$810
 - ii. Estimated Annual Cost: \$0-\$810
 - iii. Actual Annual Operating Cost: \$0

4. Projectile Launcher Platforms and Associated Munitions

This non-lethal kinetic energy weapons equipment is typically used to limit the escalation of conflict where use of lethal force is prohibited or undesirable. Situations in which this equipment may be used include dealing with combative individuals, riots or civil unrest, potentially vicious or dangerous animals, and training exercises or demonstrations. According to State and Federal law, the Police Department's policy is to utilize the equipment only for official law enforcement purposes. Only those who are POST certified or designated by the Police Chief are authorized to use this equipment. The Police Department possesses the following projectile launcher equipment:

- a. Tactical 40mm Single Shot Launcher (8)
 - i. Acquisition Cost: \$10,000
 - ii. Estimated Annual Cost: \$0-\$2,000
 - iii. Actual Annual Operating Cost: \$0
- b. Multiple Shot 4mm Tactical 4-Shot Launcher (2)
 - i. Acquisition Cost: \$4,000
 - ii. Estimated Annual Cost: \$0-\$2,000
 - iii. Actual Annual Operating Cost: \$0
- c. Bean Bag Shotgun (8)
 - i. Acquisition Cost: \$8,000
 - ii. Estimated Annual Cost: \$0-\$1,000
 - iii. Actual Annual Operating Cost: \$0
- d. Exact Impact 4mm Sponge Munition (250)
 - i. Acquisition Cost: \$4,800
 - ii. Estimated Annual Cost: \$0-\$4,800
 - iii. Actual Annual Operating Cost: \$0

**Consideration to Accept AB 481 Approval of the Military Equipment Use Policy (Government Code 7071)
Annual Report**

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- e. Bean Bag 4mm Munition (80)
 - i. Acquisition Cost: \$2,000
 - ii. Estimated Annual Cost: \$0-\$2,000
 - iii. Actual Annual Operating Cost: \$0
- f. Stinger 4mm 60-Caliber Munition (50)
 - i. Acquisition: \$1,500
 - ii. Estimated Annual Cost: \$0-\$1,500
 - iii. Actual Annual Operating Cost: \$0
- g. Bean Bag 12 Gauge Munition (800)
 - i. Acquisition Cost: \$4,000
 - ii. Estimated Annual Cost: \$0-\$4,000
 - iii. Actual Annual Operating Cost: \$0
- h. Rubber Ball Stinger 12 Gauge (60)
 - i. Acquisition Cost: \$360
 - ii. Estimated Annual Cost: \$0-\$360
 - iii. Actual Annual Operating Cost: \$0

Although deployed as an option during certain occasions, none of the aforementioned equipment was actually used during the period of May 2022 through March 29, 2023. The Police Department is providing this disclosure pursuant to the requirements of AB 481.

In addition, the Police Department has not received any complaints or concerns about the aforementioned equipment. Nor does the Police Department foresee the acquisition of any additional military equipment at this time.

BUDGET IMPACT:

There is no budget impact associated with receiving this informational report and providing comment to the City Council.

CONCLUSION:

It is recommended that the City Council accept the AB 481 Approval of the Military Equipment use Policy Annual Report.

ATTACHMENT:

- A. AB 481 Informational PowerPoint



SAN FERNANDO POLICE DEPARTMENT

MILITARY EQUIPMENT POLICY PER ASSEMBLY BILL 481

PRESENTED BY:
LIEUTENANT IRWIN ROSENBERG
DETECTIVE/SUPPORT SERVICES COMMANDER



BACKGROUND

- September 30, 2021, Governor Newsom signed Assembly Bill 481 to address the funding, acquisition, and use of “military equipment” by law enforcement agencies in California.
- The approval process commenced May 1, 2022 with public posting.
- The San Fernando Police Department does not utilize any equipment procured from the military or the United States Department of Defense Law Enforcement Support Program (1028 or 1033 program).
- AB 481 has designated certain equipment as “military equipment” regardless of whether it was procured from the military or not.



THE CITY OF
SAN FERNANDO

REQUIREMENTS

- Publish the use policy to City's website 30 days ahead of a public hearing to approve the policy.
- Obtain approval from City Council, by adoption of a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of "military equipment," as defined.
- Publish an annual report to include each type of military equipment approved by the City Council.
- Annual review of the military equipment use ordinance by the City Council, and option to either disapprove a renewal of a type of military equipment or amend the military equipment use policy.
- Hold at least one well-publicized and conveniently located community engagement meeting within 30 days of submitting and publicly releasing the annual military equipment report.

TRANSPORTATION AND PUBLIC SAFETY COMMISSION PRESENTATION



THE CITY OF
SAN FERNANDO

"MILITARY EQUIPMENT" DEFINITION

- 1) Unmanned, remotely piloted, powered vehicles.
 - 2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
 - 3) High Mobility multipurpose wheels vehicles (HMMWV's), 2 ½ or 5 ton trucks, or wheeled vehicles with breaching/entry apparatus attached.
 - 4) Tracked Armored Vehicles.
 - 5) Command & Control Vehicles.
 - 6) Weaponized aircraft, vessels, or vehicles.
 - 7) Battering rams, slugs or explosive breaching equipment.
 - 8) Firearms of .50 caliber or greater.
 - 9) Ammunition of .50 caliber or greater.
 - 10) Specialized firearms, including assault weapons.
 - 11) Any firearm or firearm accessory that is designed to launch explosive projectiles.
 - 12) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls."
 - 13) TASER shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
 - 14) Projectile Launch Platforms and their associated munitions (40mm, "bean bag," rubber bullets, specialty munition weapons.
 - 15) Any other equipment as determined by a governing body or a state agency to required additional oversight.
- NOTE: SFPD ONLY HAS ITEMS AS IDENTIFIED IN RED.**

TRANSPORTATION AND PUBLIC SAFETY COMMISSION PRESENTATION



THE CITY OF
SAN FERNANDO

BEAN BAG REMINGTON 870 SHOTGUN AND MUNITIONS



Purpose: Less Lethal Shotgun with high visibility orange stock and foregrip

Munitions:

- 12ga bean bag round for pain compliance
- 12ga rubber ball stinger round for crowd control involving resistant subjects
- 12ga chemical round with CS gas
- 12ga Ferret CS and OC round for penetrating windows primarily used for barricaded subjects

TRANSPORTATION AND PUBLIC SAFETY COMMISSION PRESENTATION



THE CITY OF
SAN FERNANDO

COLT AR-15 M4 CARBINE RIFLE



Purpose: Lethal encounter capable of penetrating soft body armor being worn by armed subjects. Capable of semiautomatic and full automatic operation. Not patrol issued rifle.

Munition:

- .223 caliber and 5.56 rifle round

TRANSPORTATION AND PUBLIC SAFETY COMMISSION PRESENTATION



THE CITY OF
SAN FERNANDO

DEFENSE TECHNOLOGY 40 MM LAUNCHER



Purpose: Less Lethal 40 MM capable of launcher less lethal munition and chemical agent munitions.

Munition types:

- 40MM Bean Bag for less lethal actively aggressive subjects
- 40 MM Direct Impact with irritant powder
- 40 MM Exact Impact munition with plastic body and sponge nose
- 40 MM CS Muzzle Blast munition
- 40MM CS Stinger munition with rubber balls for pain compliance
- 40 MM Ferret Round for barricaded subjects
- 40 MM Spede Heat Round with CS gas for outdoor crowd control and movement concealment

TRANSPORTATION AND PUBLIC SAFETY COMMISSION PRESENTATION



THE CITY OF
SAN FERNANDO

TACOPS SUPPRESSED SNIPER RIFLE WITH SCOPE



Purpose: Long range distance requiring lethal force for protection of life used only by trained personnel during a SWAT or hostage type situation. Not patrol issued.

Munition:

.308 caliber round

TRANSPORTATION AND PUBLIC SAFETY COMMISSION PRESENTATION



THE CITY OF
SAN FERNANDO

HECKLER & KOCH MP5 SUBMACHINE GUN



Purpose: Lethal encounter for specialized entry and high risk operations including active shooter capable of semiautomatic and automatic fire

Munitions:

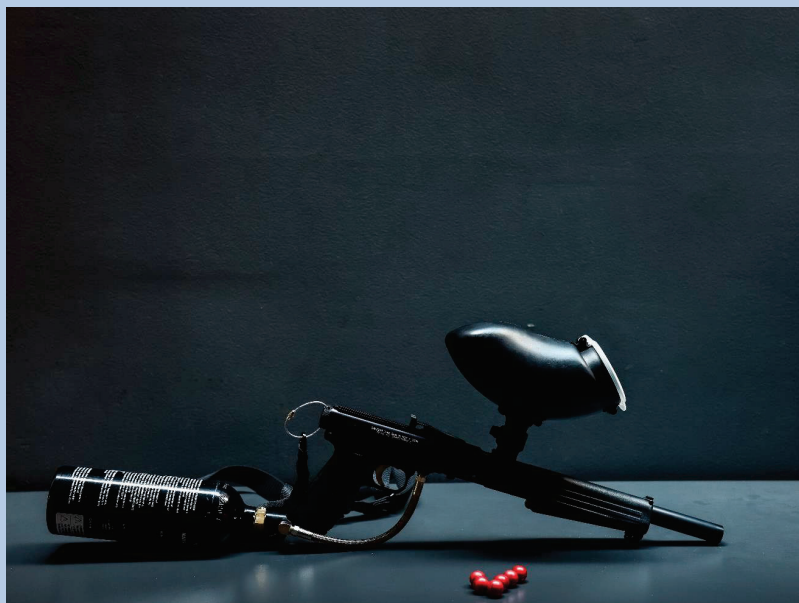
- 9MM rounds

TRANSPORTATION AND PUBLIC SAFETY COMMISSION PRESENTATION



THE CITY OF
SAN FERNANDO

PEPPERBALL LAUNCHER



Purpose: Less lethal gas deployment, aggressive, actively and physically resistant crowd

TRANSPORTATION AND PUBLIC SAFETY COMMISSION PRESENTATION



THE CITY OF
SAN FERNANDO

QUESTIONS?

TRANSPORTATION AND PUBLIC SAFETY COMMISSION PRESENTATION

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Kanika Kith, Deputy City Manager/Economic Development

Date: April 17, 2023

Subject: Consideration to Approve a Professional Services Agreement with Dudek to Prepare the Downtown Master Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Agreement) (Attachment "A" – Contract No. 2147) with Dudek in an amount not-to-exceed \$274,957 for preparation of the Downtown Master Plan; and
- b. Authorize the City Manager to make non-substantive changes and execute the Agreement and all related documents.

BACKGROUND:

1. On June 9, 2022, the City issued a Request for Proposals (RFPs) to qualified consultants to prepare a Downtown Master Plan, which includes a Downtown Vision that will serve as a critical and important guide for future actions concerning change in Downtown San Fernando. Proposals were due on July 19, 2022.
2. On July 19, 2022, seven proposals were received from: The Arroyo Group, Dudek, RRM Design Group, HDL, Infrastructure Engineering, Los Angeles Neighborhood Initiative (LANI), and SWA Group. Cost ranges from \$50,000 to \$397,640.
3. On September 6, 2022, the City Council allocated \$250,000 from the American Rescue Plan Act (ARPA) for preparation of a Downtown Master Plan.
4. On September 22, 2022, all seven consultants were informed of the \$250,000 allocated fund for preparation of the Downtown Master Plan and were requested to provide a revised scope that was within the approved budget. It was recommended that the revised scope and budget focus on high priorities such as community engagement and outreach, market

Consideration to Approve a Professional Services Agreement with Dudek to Prepare the Downtown Master Plan

Page 2 of 7

analysis, financial and site analysis for opportunity sites, parking capacity and demand analysis, and design of the public realm.

5. On October 7, 2022, revised proposals were received from five firms: Arroyo Group, Dudek, RRM Design Group, HDL, and Infrastructure Engineering. LANI and SWA Group did not submit revised scope and budget.
6. On January 3, 2023, the City Council created the Economic Development/Downtown Master Plan Ad Hoc Committee consisting of Councilmembers Montañez and Solorio to work with staff moving the City's economic development efforts forward.
7. On March 15, 2023, the Economic Development Ad Hoc Committee and staff interviewed four consultants (RRM Design Group, Dudek, Arroyo Group, HDL). Infrastructure Engineering declined the interview. RRM Design Group and Dudek were selected as the top two consultants.

ANALYSIS:

One of the main priorities included in the City Council *2022-2026 Strategic Goals* is to complete a Downtown Master Plan. A Downtown Master Plan gives residents, business and property owners, local organizations, and other stakeholders the opportunity to express ideas about the future of Downtown San Fernando, and help set goals and priorities for economic development. This effort will focus on identifying the community's desired level of Downtown economic vibrancy, the type and intensity of development that is required to achieve the desired level of vibrancy, and the related consequences/impacts. As part of the Master Plan, opportunity sites will be identified to simulate activity in Downtown, and an economic and fiscal evaluation will be conducted to determine an appropriate strategy for Downtown San Fernando into the future.

Through a series of meetings, workshops, surveys, and growth-scenario comparison, participants (residents, business owners, property owners, and other stakeholders) will help create a framework for economic development and revitalization of Downtown San Fernando. The framework will reflect the community's goals and priorities and describes how the Downtown area should look and feel in years to come. It will also help shape and cultivate a sense of place, and buy-in for future land-use decisions and regulations.

In June 2022, the City issued a RFP to prepare the Downtown Master Plan. Through their proposals, prospective consultants were required to demonstrate extensive experience in facilitating public meetings, developing a vision and goals based on input from the community, and compiling a plan that will guide future courses of action and land use decision for Downtown. Consultants were asked to provide a unique and proactive approach to engaging the community in the development of the Downtown vision. The visioning process must be transparent and extensive to reach a broad audience with the use of innovative outreach efforts that include a

Consideration to Approve a Professional Services Agreement with Dudek to Prepare the Downtown Master Plan

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variety of methods for soliciting community input (in both English and Spanish). These include, but are not limited to, public workshops, stakeholder interviews, social media outreach and participation efforts, community preference surveys, and a variety of other outreach and engagement methods that the consultant has successfully used to attract a broad range of community participation.

Selection of Consultant.

The Economic Development/Downtown Master Plan Ad Hoc Committee and staff interviewed four highly qualified consultant teams (RRM Design Group, Dudek, Arroyo Group, and HDL) to prepare the Downtown Master Plan. All four consultants have strong project team experience and expertise, technical competency as demonstrated by the project approach and understanding, and reasonable fees. The interview resulted in two top consultants: RRM Design Group and Dudek. These two consultants were invited to provide additional information and a revised cost based on the following requests to clarify their proposed scope of services:

1. Provide a more detailed community engagement and outreach plan that includes door-to-door survey, advisory group meetings, and management of a project webpage with related social media account(s).
2. Provide an updated/reaffirmed project timeline based.
3. Confirm that their team will work with existing local developers/commercial property owners and incorporate any existing or conceptual development ideas in the Master Plan analysis.
4. Provide a short narrative on innovative ideas they may have to address parking concerns (e.g., wayfinding signage, shared parking, valet programs, parking revenue opportunities, etc.) and how they would present those strategies in the Master Plan.
5. Confirm that they will provide an analysis of three opportunity sites with physical and financial feasibility analysis.
6. Confirm that they will present up to five (5) City Council/Commission meetings.

The Economic Development/Downtown Master Plan Ad Hoc Committee and staff reviewed the additional information and revised budget from both RRM Design Group and Dudek. Based on innovative and proactive approaches tailored to engaging the community, realistic objectives, cost effectiveness, and schedule, Dudek was recommended to the City Council for consideration. Dudek also demonstrated a deep understanding of the history of San Fernando and its current needs.

Consideration to Approve a Professional Services Agreement with Dudek to Prepare the Downtown Master Plan

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Scope of Work.

The Downtown Maser Plan is anticipated to be completed in nine months. A detailed proposal and scope of work with fee schedule is included as Attachment “A.” This detailed scope of work includes Dudek’s original proposal (Attachment “A,” Exhibit “A”) and the revised proposal responding to additional information (Attachment “A,” Exhibit “B”). A summary of the project scope as recommended by the Ad Hoc and staff is provided below.

Task 1: Project Management

- Task 1.1 - Project kick-off meeting and Downtown Site Walk.
- Task 1.2 - Participation in regular team meetings throughout the project.

Task 2: Existing Conditions Analysis

- Task 2.1 – Review of existing plans, documents, and programs.
- Task 2.2 – Analysis of the built environment and public realm to document the character of Downtown San Fernando.
- Task 2.3 – Parking analysis of existing and future parking demand, and develop innovative parking policies to address current conditions and accommodate future growth and vision for the Master Plan. Dudek will partner with Steffen Turoff from Walk Consultants, a parking consultant, to address issues of parking and provide recommendations of innovative parking strategies that includes highlighting potential parking revenue and expense impacts to the City budget. A few innovative parking strategies are provided in the Scope of Work included as Exhibit “A” of Attachment “A”.
- Task 2.4 – Market analysis to evaluate market opportunities that include trends in recent development, the competitive landscape, pipeline of planned development, pricing, vacancy, and other indicators. Dudek will partner with Jane Carlson from HR&A, an economic development and real estate advisory firm, to conduct the market analysis and assist with targeted business and developer stakeholder engagement.

Task 3: Community & Stakeholder Engagement

- Task 3.1 – Develop an Outreach and Engagement Plan to establish a comprehensive and meaningful strategy for engaging the community and stakeholder.
 - The Outreach and Engagement Plan will include engagement goals and objectives, target audiences and key stakeholders, details for each engagement event, timeline, marketing/event noticing, project website and social media campaign,

Consideration to Approve a Professional Services Agreement with Dudek to Prepare the Downtown Master Plan

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online survey, and incentive program to encourage participation. The Outreach and Engagement Plan will be approved by City Council at later date.

- Task 3.2 – Develop project branding for promoting the Master Plan.
- Task 3.3 – Develop and manage a stand-alone Project website and social media accounts.
- Task 3.4 – Ad Hoc and Advisory meetings to provide input throughout the project.
- Task 3.5 – Visioning “Walkshop” during the first round of engagement for community members to point out and discuss issues and opportunities.
- Task 3.6 – Visioning Pop-up during the second round of engagement for an in-person visioning model-building workshop. Dudek will partner with James Rojas from Place It!, a community engagement firm, to provide community members an opportunity to provide feedback on preliminary vision framework alternatives and then model their own ideal of Downtown San Fernando.
- Task 3.7 – Visioning “Showcase” during the third round of engagement for community members to provide feedback on the preferred vision for Downtown San Fernando. This can be a one-time event or, to maximize visibility and input, stay open to the public over a course of multiple days.
- Task 3.8 – Survey mailer to all property in the City.

Task 4: Downtown Master Plan

- Task 4.1 – Develop three (3) vision framework alternatives that include potential redevelopment of opportunity sites as areas of focus to stimulate economic development. The preferred vision will be refined and detailed for inclusion in the Downtown Master Plan.
- Task 4.2 – Study three (3) opportunity sites to help inform development of the vision framework alternatives by reflecting potential market demand and opportunity to stimulate activity in Downtown San Fernando. This effort will be conducted by both Dudek and HR&A.
 - A physical feasibility analysis will be conducted to test new development and study variations in use, building typology, parking, and public realm improvements associated with each site.

Consideration to Approve a Professional Services Agreement with Dudek to Prepare the Downtown Master Plan

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- A financial feasibility analysis will also be conducted using general estimates of completed project value, total development costs, and allowance for developer profit.
- Task 4.3 – Develop public realm improvement concepts to support a thriving, vibrant, and attractive downtown.
- Task 4.4 – Prepare Downtown Master Plan that includes the preferred vision and recommended improvements in the public realm, parking strategies, and redevelopment of opportunity sites. The Master Plan will also include a “Vision Roadmap” that will provide the City a high-level recommendation for implementation strategies.

Task 5 – City Council and Commission Meetings

- Presentations to City Council and Planning and Preservation Commission to keep Council and Commission apprised of the work performed and for consideration of adoption.

Optional Enhanced Outreach Service

The top two firms were also asked to provide cost information for enhanced outreach through a “door-to-door” survey. Dudek provided the following enhanced outreach options as “Optional Task 3.9” below. If the City Council would like to include any of door-to-door survey options, Dudek can incorporate the option(s) in the Community Outreach and Engagement Plan, which will be presented to the City Council for approval at a later meeting. If any of these options are selected, it will be additional cost to the existing scope of work.

- Optional Task 3.9 – Door-to-door survey consisting of hand delivering flyers and printed versions of the online survey, informing the occupants of the project and events, and conducting the survey with the occupants. A list of options for door-to-door survey are provided with additional cost to be added area as follows:
 - Door-to-door survey of Project Area plus 100 feet – \$4,200
 - Door-to-door survey Citywide for Residential Only - \$38,000.
 - Pop-up Survey Days in high traffic area - \$2,430.

BUDGET IMPACT:

The total budget to prepare the Downtown Master Plan is \$274,957. Sufficient funding is available in the FY 2022-2023 Budget, with \$250,000 from American Rescue Plan Act (ARPA)

Consideration to Approve a Professional Services Agreement with Dudek to Prepare the Downtown Master Plan

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Funds (121-151-3689-4270) and the balance of \$24,957 from the General Fund - Economic Development Division (001-107-0000-4270).

CONCLUSION:

It is recommended that the City Council approve a Professional Services Agreement with Dudek in an amount not-to-exceed \$274,957, for preparation of the Downtown Master Plan, and authorize the City Manager to execute the Agreement and all related documents.

ATTACHMENTS:

- A. Contract No. 2147, including:
 - Exhibit A: Request for Proposal – Downtown Master Plan
 - Exhibit B: Dudek Final Proposal (Revised Scope & Budget; Original Proposal)



2023
PROFESSIONAL SERVICES AGREEMENT
Downtown Master Plan
(Dudek and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 17th day of April, 2023 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and DUDEK, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services to prepare the Downtown Master Plan; and

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

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of April 17, 2023 under Agenda Item No. 7.

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 **TERM:** This Agreement shall have a term commencing from the Effective Date through **April 30, 2024** (hereinafter, the "Term"). 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 as provided under Article V (Termination), below.

1.2 **SCOPE OF WORK:**

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Downtown Master Plan", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "The City of San Fernando Downtown Plan Master Plan" (hereinafter, the "CONSULTANT Proposal") dated October 10, 2022 with revised scope of work dated April 13, 2023. The CITY RFP and the

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2147

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CONSULTANT Proposal are attached and incorporated hereto as **Exhibit “A”** and **“B”** respectively. The term “Scope of Work” shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term “Work” shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT’s employees; and
- D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

- 1.4 COMPENSATION:** CONSULTANT shall perform the Work in accordance with “Proposed Cost by Task” (hereinafter, the “COMPENSATION RATE”). The foregoing notwithstanding, CONSULTANT’s total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of **Two Hundred Seventy Four Thousand Nine Hundred Seventy Five Dollars (\$274,975)** (hereinafter, the “Annual Not-to-Exceed Sum”) during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT’s charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT’s performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2147

Downtown Master PlanPage 3 of 20

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

II.**PERFORMANCE OF AGREEMENT**

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Kanika Kith, Deputy City Manager/Economic Development (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.

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- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Erik Feldman, Principal, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT will perform all Work skillfully, competently in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of CONSULTANT's profession.
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
 - C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
 - D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

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

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member 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 will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

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- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Gaurav Srivastava (Principal-in-Charge), Catherine Tang Saez (Project Manager).
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

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- 2.9 **COMPLIANCE WITH LAWS:** CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 **NON-DISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

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 will procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance:** CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage 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.

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- B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

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- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 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 will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.

INDEMNIFICATION

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

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CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

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

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- 4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 4.8 Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.9 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- 4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other

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person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.**TERMINATION**

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

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5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary 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 will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- 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 will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

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VI.

MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2147

Downtown Master Plan

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CONSULTANT:

Dudek
38 N. Marengo Ave
Pasadena, CA 91101
Attn: Gaurav Srivastava, AICP, Principal
Phone: (626) 204-9846
Email: gsrivastava@dudek.com

CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Community Development Dept.
Phone: (818) 898-1227

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

PROFESSIONAL SERVICES AGREEMENT

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Downtown Master Plan

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- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2147

Downtown Master PlanPage 19 of 20

- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2147

Downtown Master Plan

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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:

DUDEK:

By: _____

Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

By: _____

Richard Padilla, City Attorney

Date: _____

REQUEST FOR PROPOSALS



The Community Development Department is requesting proposals for:

Downtown Master Plan

RELEASE DATE: Thursday, June 9, 2022

RESPONSE DUE: Monday, July 11, 2022

GENERAL INFORMATION

The City of San Fernando is seeking proposals from highly qualified consulting firms to assist the community in developing a vision for its Downtown, which will determine the appropriate next steps for the creation of a Downtown Master Plan and, may serve as the basis for updates to the San Fernando General Plan. A goal of the City Council is to complete a Downtown Master Plan, and an initial step towards achieving this goal is a visioning process. This visioning process gives residents, business and property owners, local organizations, and other stakeholders the opportunity to express ideas about the future of San Fernando Downtown, and help set goals and priorities for economic development. This visioning effort will focus on identifying the community's desired level of Downtown economic vibrancy, what type and intensity of development is required to achieve that, and the related consequences/impacts. As part of the visioning effort, opportunity sites will be identified to simulate activity in Downtown, and an economic and fiscal evaluation will be conducted to determine an Economic Vitality Strategy appropriate for Downtown San Fernando into the future.

Through a series of meetings, workshops, surveys, and growth-scenario comparisons facilitated by the City, participants (residents, business owners, property owners, and other stakeholders) will create a Downtown Vision that reflects the community's goals and priorities and describes how the Downtown area should look and feel in years to come. The Downtown Vision will help shape and cultivate a sense of place, and buy-in for future land-use decisions and regulations. Three to four vision scenarios will be developed for presentation and feedback opportunities to ensure broad community support.

Those submitting proposals will be expected to demonstrate a unique and proactive approach to engaging the community in the development of the Downtown Vision. The vision process must be transparent and extensive to reach a broad audience with the use of innovative outreach efforts that include a variety of methods for soliciting community input (in both English and Spanish). These include but are not limited to public workshops, stakeholder interviews, social media outreach and participation efforts, community preference surveys and a variety of other outreach and engagement methods that the consultant has successfully used and will allow a broad range of community participation opportunities. Opportunities to train and inform the community in the variety of ways to participate in the process will be key in the development of a Downtown Vision that has broad community support.

The City seeks a Consultant that has extensive experience in facilitating public meetings, developing a vision and goals based on input provided at those meetings, and compiling a vision that will guide future courses of action and land use decision for Downtown. The City will look at past planning efforts by Consultants for examples of successful outcomes and Consultants are encouraged to provide a list of successful projects. The selected consultant will work closely with the City's Community Development Department and City Manager Officer, and there will be some overlap between staff duties and consultant duties.

BACKGROUND

Located in the Northeast San Fernando Valley, The City of San Fernando is a tight-knit community with approximately 24,000 residents living within 2.4 square miles. 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 Latino/a bedroom community thrives on the facilities and programming set by the City.

Similarly, San Fernando is always looking to support our local economy to meet the needs of our residents. With a variety of old and new businesses and a pedestrian-focused streetscape, Downtown San Fernando represents the heart of the City and has the structure to become a destination for both the residents and the broader region. Development consists of one and two story buildings. Although some on-street parking is available in the Downtown core, most parking in the area is contained within City-owned and operated parking lots in the Downtown core. The Downtown area offers opportunities for broader use, coordinated development, and a mix of commercial and residential uses that have the potential to enhance its vibrancy and create a stable economic district that will continue to be productive even during market fluctuations.

The Downtown area is regulated by the San Fernando Corridors Specific Plan (SP 5), originally adopted in January 2005 and updated in December 2017. SP 5 established a well-defined plan for revitalization of San Fernando's three primary corridors—North Maclay Avenue, Truman Street, and San Fernando Road—while providing significant opportunities for commercial and residential developments. Furthermore, the City's Draft Housing Element envisions mixed-use developments in the City's Downtown and Civic Center areas, which include San Fernando Road and Truman Street corridors. The SP 5, Housing Element, General Plan, and other regulatory planning documents are available on the City's Planning webpage: www.sfcity.org/community-development/#general-plan

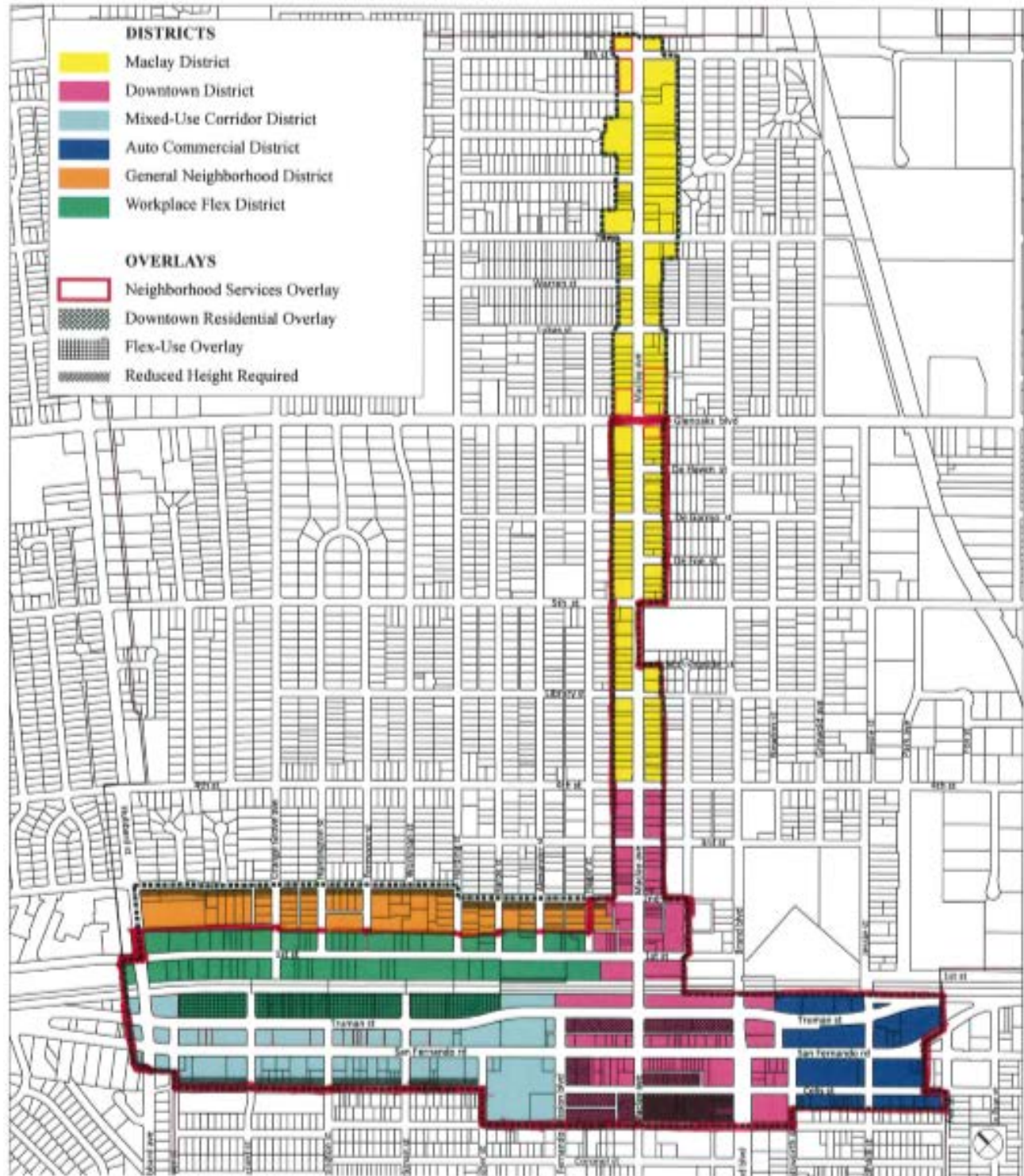
In September 2019, the City conducted a community meeting to gather input for the vision for Downtown San Fernando. Presentation, summary, results of the meeting are available on the City Economic Development webpage: www.sfcity.org/economic-development/

Additional outreach efforts was, and will, continue to be conducted by Azure Development for design consideration for City's Parking Lot 3. A summary from these outreach efforts will be provided to the selected Consultant.

In fall 2020, the City launched a Citywide Parking Management Master Plan which was completed in August 2021. The data collected for this Parking Management Master Plan was conducted during the COVID-19 pandemic and will be need to re-evaluate for use in this visioning process. The Parking Management Master Plan is available on the City Planning webpage: www.sfcity.org/community-development/#general-plan

PROJECT AREA

The project area is the San Fernando Downtown core and adjacent commercial corridors, which is the commercial center of the City. The project area outlined in red depicted in the map below.



SCOPE OF WORK

The first phase of the Downtown Master Plan is completing a Downtown Vision that will serve as a critical and important guide for future actions concerning change in Downtown San Fernando. The second phase is completion of the Downtown Master Plan or amendment to SP 5 to implement the Downtown Vision. The second phase will also include preparation of appropriate environment document pursuant to the California Environmental Quality Act (CEQA).

The Plan will address the following:

- Enhance a sense of place to attract and retain businesses, workforce, residents and visitors to Downtown.
- Create a local destination and brand identity unique to the City and its Downtown.
- Establish a right blend of redevelopment for Downtown.
- Create a unified vision with a comprehensive strategic implementation strategy to ensure the continued development and redevelopment of Downtown.
- A process that build consensus from a variety of engaged stakeholders, including property owners, residents, businesses, developers, philanthropies, and elected officials.

The Plan is expected to be user-friendly, concise and written in a manner easily understood by the public, and oriented towards graphical representations of the future form of the Downtown. The City is seeking an innovative approach in creating a document/map(s), including the creation of print and electronic versions.

The Consultant will provide staff reports throughout the process, as needed, in addition to drafting the staff report for final adoption. The consultant will also support staff in preparing for and presenting to the Planning and Preservation Commission, and City Council. The Consultant should allow for attendance at an adequate number of meetings with staff, and up to eight potential public meetings/hearings (e.g., workshops/charrettes, Planning and Preservation Commission, and City Council meetings).

The Consultant efforts should, at a minimum, include:

- **Vision statement:** A statement that provides clarity on what Downtown San Fernando hopes to be and where it is headed.
- **Downtown identity:** Throughout this planning effort, the City would like to identify a brand and messaging for Downtown San Fernando. This will be critical for marketing, signage, and presenting the area with one, unified look, feel, and voice.

- **Business attraction, retention, and Downtown housing:** The City desires to attract and retain high-quality businesses, restaurants, retail, and housing to create a vibrant live, learn, work, and play environment.
- **Market Analysis:** Evaluate current retail market and identify the likely future retail market position for Downtown San Fernando.
- **Opportunity Sites:** Identify appropriate opportunity sites and conduct a financial and site feasibility analysis for each opportunity site.
- **Parking Capacity and Demand:** There is a perception that parking is limited and/or not easily accessible. Aligning revitalization efforts with appropriate parking capacity based on anticipated development, including potential reuse of existing public parking lots.
- **Public Realm:** Evaluate existing Downtown infrastructure and provide recommendation for infrastructure improvements, including urban design improvements in the public realm to enhance Downtown San Fernando as a thriving pedestrian and commercial corridor. A strategic and significant infrastructure investment done in parallel with a comprehensive strategy sets the stage for private investment.
- **Alignment with partners:** Align with other organizations or groups who may have developed their own downtown vision or plans, as well as organizations with a focus or delivery of services in the Downtown area.
- **Financial resources:** Identification of funding opportunities for implementation, as well as business and residential incentives at the State and Federal level. This should include local funding mechanisms and tools not currently in use in the City.
- **Implementation:** Realistic strategies for actions (short, medium, and long term) for implementation with recommended funding sources and branding efforts. This section shall include recommendation and cost needed to complete a Downtown Master Plan or amendment to SP 5 to implement the Downtown Vision (Phase 2). Either approach for Phase 2 will require preparation of an appropriate environment document pursuant to CEQA.

Community Visioning Outreach

The goal is to elicit as much community input as possible so that a vision for Downtown San Fernando can be realized. This approach to the community engagement process assumes all community members have something to contribute to this planning effort and have access to various degrees of technology and availability for public meetings.

This process must include a variety of methods for soliciting community input. In an effort to make this process as recognizable as possible, the City will be looking to the consultant to “brand” this

effort in order to bring about a common understanding of the focus of this project and to highlight this as a City lead effort. The consultants will be expected to facilitate community meetings, design outreach campaigns to take the meetings to participants at a variety of venues, and design web-based methods to engage participants online. Providing information and training to the community in numerous ways to participate in this process will also be expected as will the use of visualization tools that will facilitate the understanding and relationships between varying types of data. The consultant should allow for attendance at an adequate number of meetings with staff, and up to eight potential public meetings/hearings (e.g., workshops/charrettes, Planning and Preservation Commission, Transportation Commission, and City Council meetings).

Outreach and Engagement Methods

The Consultant will collaborate with the City and community partners to plan, manage and implement community engagement. This effort should include leading and facilitating meetings with the overall community in addition to targeted outreach to the City's diverse population.

The consultant is expected to prepare and provide any materials required to implement the proposed outreach plan including but not limited to flyers, posters, presentation material, engagement tools (e.g. surveys), and reports. The consultant should be prepared to attend meetings and engage with City Council throughout the CARP development process. Consideration will need to be given to the education level and English-proficiency of prospective attendees, with an emphasis on Spanish bi-lingual translation.

If permissible, the meetings will be hosted in person at a City Facility, at a pre-existing event, or in the form of a pop-up location.

Outreach and Notification: The Consultant shall reach out to all City residents to get a broad range of opinions for the project. The task of inviting participants can include direct mailers, newspaper advertisements, email blasts, social media, etc.

Community Meetings and Workshops: The Consultant shall facilitate three community meetings to gather feedback from the community. A pop-up meeting format at an existing event may also be planned as a community meeting. Meetings will be documented, and the findings are to be reported to the City.

Presentations to City Commissions and City Council: The Consultant shall summarize and present community engagement findings, as well as a summary of the process, to a City Commission and/or the City Council as directed by staff.

Social Media: The Consultant, under the guidance of the City, shall develop social and digital media content that corresponds with the project or plan. Social media content shall be developed for the City's Instagram, Facebook, and Twitter, and Next Door accounts.

Advisory Group Meetings: The consultant shall convene an Advisory Group to identify key issues and opportunities for the project, review findings, and confirm plan recommendations. The Advisory Group shall meet a minimum of three (3) times during the project.

Survey: The Consultant shall develop an online survey to receive input on project goals/objectives, barriers, attitudes and preferences, and demographic information. The online survey will be completed early in the planning process, and will be used to inform project recommendations. QR codes shall be used on promotional materials for additional distribution of the survey. City staff may require supplementing the online survey with in-person, intercept surveys along the project area to ensure ease of access.

Language Needs: All engagement materials and methods shall be conducted in English and Spanish, unless explicitly instructed by City staff.

Printing: Consultant shall anticipate the need for printing across the project. Consultant and City Project Manager will review printing-related expenses on a rolling basis to ensure the budgeted amount is sufficient and equitably applied across the project. The Consultant shall procure all print requests.

Material Procurement: Consultant shall anticipate the need for educational tools and presentation materials to support engagement tasks. The City will approve the proposed list of educational tools and material (oversized maps, pop-up banners, virtual reality equipment, interactive live polling equipment, etc.) in part or in whole within seven (7) days of receipt of a proposed list. The Consultant shall procure all items on the final list within a timely manner.

INSTRUCTIONS TO SUBMITTING FIRMS

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 Request for Proposal (RFP), and that it is capable of delivering quality services to the City in an efficient and cost-effective & manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Kanika Kith, Director of Community Development, via e-mail at kkith@sfcity.org. Questions must be received by 5:00 p.m. on **Friday, June 17, 2022**. All questions received prior to the deadline will be collected and responses will be emailed by **Friday, June 24, 2022**.

C. Submission of Proposals

Provide cost estimates broken down by (1) Phase 1 – Downtown Vision; and (2) Phase 2 – Completion of Downtown Master Plan or amendment to SP 5 to implement the Downtown Vision, considered as Phase 2. Schedule for Phase 2 must include preparation of appropriate environment document pursuant to CEQA depending on the recommended approach (complete the Downtown Master Plan or amendment to SP 5).

All proposals shall be submitted via email to Kanika Kith at kkith@sfcity.org and the subject line of the email shall read, “**City of San Fernando RFP – Downtown Master Plan.**” Proposals must be received no later than **Monday, July 11, 2022 at 5:00 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

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

E. Rights of City of San Fernando

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

The City reserves the right to:

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

F. Contract Type

It is anticipated that a standard form professional services agreement contract will be signed subsequent to the City Council’s review and approval of the selected firm.

G. Collusion

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

SCHEDULE FOR SELECTION

RFP Available:	Thursday, June 9, 2022
Deadline for submittal of Questions:	Friday, June 17, 2022
Response to Questions:	Friday, June 24, 2022
Deadline for submittal of Proposal:	Monday, July 11, 2022
Execute Agreement (at City Council Meeting):	August 2022

SELECTION CRITERIA

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

1. Qualifications and knowledge of Project Manager and key personnel's experience most closely related to the stated scope of work.
2. Relevant experience within the past ten years.
3. Responsiveness and clarity of the proposal.
4. References.
5. Time commitment and availability.
6. Cost effectiveness.

CONTENTS OF PROPOSAL

Prospective Firms must submit one digital copy of their proposal via email. The following information shall be submitted in response to this RFP:

1. Cover Letter with Name, Address and Phone Number of the firm.

2. Proposal Summary Section. This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them.
3. Work Plan Section. In this section, present a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for providing the service. Describe related service experience by the Firm in similar work. Please describe the role, extent of services (number of people used, engagement duration, and contract value).
4. Related experience during the last ten years.
5. Name and detailed resume of key personnel including Project Manager, whom proposer intends to use to work on the City's projects, showing educational background and assignment experience for at least the past ten (10) years. There can be no change of key personnel once the proposal is submitted, without prior approval of City.
6. References from previous clients with direct knowledge of each key personnel's, including Project Manager's, past performance.
7. Estimated Project Schedule broken down by (1) Phase 1 – Downtown Vision; and (2) Phase 2 – Completion of Downtown Master Plan or amendment to SP 5 to implement the Downtown Vision, considered as Phase 2. Schedule for Phase 2 must include preparation of appropriate environment document pursuant to CEQA depending on the recommended approach (complete the Downtown Master Plan or amendment to SP 5).
8. Cost proposal broken down by the services being provided during each phase (Phase 1 and Phase 2), and hourly wage rates for all personnel providing the service. The cost proposal should follow the estimated project schedule. The City will not be selecting the firm based on price, but will evaluate the thought that went into developing the estimated schedule and the staffing to accomplish each phase.
9. The estimated project schedule and cost proposal should be organized such that the Downtown Vision is completed first, then Phase 2 - Completion of Downtown Master Plan or amendment to SP 5 to implement the Downtown Vision.

REQUEST FOR PROPOSALS

Amendment No. 1



The Community Development Department is requesting proposals for:

Downtown Master Plan

RELEASE DATE: Thursday, June 9, 2022

RESPONSE DUE: Monday, July 11, 2022
Tuesday, July 19, 2022

Amendment No. 1 - Extension

Changes are shown in red.

INSTRUCTION TO SUBMITTING FIRMS**B. Questions/Clarifications**

Please direct any questions regarding this RFP to Kanika Kith, Director of Community Development, via e-mail at kkith@sfcity.org. Questions must be received by 5:00 p.m. on **Friday, June 17, 2022**. All questions received prior to the deadline will be collected and responses will be emailed **and posted on the website** by ~~Friday, June 24, 2022~~ **Tuesday, July 5, 2022**.

C. Submission of Proposals

Provide cost estimates broken down by (1) Phase 1 – Downtown Vision; and (2) Phase 2 – Completion of Downtown Master Plan or amendment to SP 5 to implement the Downtown Vision, considered as Phase 2. Schedule for Phase 2 must include preparation of appropriate environment document pursuant to CEQA depending on the recommended approach (complete the Downtown Master Plan or amendment to SP 5).

All proposals shall be submitted via email to Kanika Kith at kkith@sfcity.org and the subject line of the email shall read, “**City of San Fernando RFP – Downtown Master Plan.**” Proposals must be received no later than ~~Monday, July 11, 2022~~ **Tuesday, July 19, 2022 at 5:00 p.m.** All proposals received after that time will not be accepted.

SCHEDULE FOR SELECTION

RFP Available:	Thursday, June 9, 2022
Deadline for submittal of Questions:	Friday, June 17, 2022
Response to Questions:	Friday, June 24, 2022 Tuesday, July 5, 2022
Deadline for submittal of Proposal:	Monday, July 11, 2022 Tuesday, July 19, 2022
Execute Agreement (at City Council Meeting):	August 2022

SAN FERNANDO DOWNTOWN MASTER PLAN**DUDEK – SCOPE OF WORK – REVISED AS OF 4/12/2023 (REDLINED)****TASK 1: PROJECT MANAGEMENT****Task 1.1: Kickoff Meeting and Downtown Site Walk**

Dudek will schedule and conduct an in-person kickoff meeting within two (2) weeks of receiving a notice to proceed. This meeting will be structured as a “partnering session” in two parts. The first half will be devoted to a kickoff meeting and the second to a downtown site walk, and will have multiple purposes, as outlined below:

- Confirm project expectations and goals
- Establish roles and responsibilities and chain of communication protocols
- Discuss the scope of work, deliverables, schedule, and milestones
- Discuss related studies, plans, and other efforts within Downtown San Fernando
- Submit a data request for client-supplied information to inform our existing conditions analysis
- Discuss the engagement strategy and identify key stakeholders for the Advisory Committee
- Explore Downtown San Fernando through the curated lens of City staff
- Discuss preliminary opportunities and challenges within the project area and the existing regulatory context of the City to understand what currently works and what does not
- Begin to identify potential brand differentiators for Downtown San Fernando

Task 1.1 Deliverable:

- Attendance at the kickoff meeting and site walk
- Agenda and meeting notes
- Refinements to the scope of work and/or schedule as needed
- Data request

Task 1.2 Project Management

Dudek will coordinate and establish a regular bi-weekly check-in call. City and Dudek project managers will invite other participants to this call as needed. These periodic check-ins will chart completed tasks and status of ongoing work, reaffirm project milestones and deliverables, and flag any anticipated issues that may impact the schedule or budget. Dudek will host these meetings via Zoom but can also be made available to attend in-person at the City’s offices as needed (consistent with COVID-19 public health guidelines). Dudek will prepare an agenda and meeting notes, including action items, for each meeting and will coordinate with City staff to create and make presentations to the City and/or stakeholders as necessary. Dudek will also prepare a project invoice for review and submission to the City’s project manager on an agreed-upon schedule.

Task 1.2 Deliverable:

- Bi-weekly meeting agendas and notes
- Invoices

TASK 2: EXISTING CONDITIONS ANALYSIS

Task 2.1: Review of Existing Plans, Documents, and Programs

Prior to and following the kickoff meeting, the Dudek team will conduct a high-level review of existing data and relevant documents, plans, projects, and programs, including, but not limited to:

- *San Fernando Corridors Specific Plan (SP-5)* (Sargent, 2017), including proposed amendments to increase residential densities per the Housing Element Update
- *2021-2029 Housing Element Update* (Nov 2021 Draft), including the proposed Mixed-Use Overlay for parcels in the downtown
- *Citywide Parking Management Master Plan* (KOA, Aug 2021)
- *San Fernando Safe and Active Streets Implementation Plan* (Toole, Dec 2021)
- *Downtown San Fernando Economic Development and Asset Analysis* (Kosmont, Mar 2019)
- *Parking Lot No. 3 Redevelopment* (Azure, Kosmont, 2019-Ongoing)
- *Vision for Downtown Community Meeting* (Kosmont, Sep 2019)
- *East San Fernando Valley Light Rail Transit Project* (Metro, Ongoing)

We will also research local community-based organizations and programs that affect the project area, including the Downtown San Fernando Mall Association, the San Fernando Outdoor Market, signage and branding efforts, parking programs, and beautification/streetscape efforts, etc. This process will inform our subsequent work and provide valuable context for our market analysis, parking analysis, and our work in developing the vision for Downtown San Fernando.

Task 2.1 Deliverables:

- Summary memo with key insights of relevant existing data, documents, plans, projects, and programs.

Task 2.2: Built Environment and Public Realm Analysis

Informed by our site walk and to establish a planning baseline, Dudek will compile data, photographs, and field observations to document the character of Downtown San Fernando's built environment and public realm. We will diagram patterns such as building uses and activities, building and façade typologies, historic properties, pedestrian access and circulation, destinations, gateways, street activation levels, points of visual and programmatic interest, public realm infrastructure, and more. At the conclusion of this analysis, we will summarize key findings and outline a set of guiding principles to suggest possible opportunities or approaches in addressing issues that may prevent Downtown San Fernando from thriving as a dynamic, pedestrian-oriented district.

Task 2.2 Deliverables:

- Built Environment and Public Realm Analysis summary, illustrated via maps, diagrams, photographs, and/or text, along with key findings and guiding principles

Task 2.3: Parking Analysis

To better understand future parking demand within the project area, our team's parking lead, Walker Consultants, will review the previous parking study conducted and resulting Parking Management Plan, including a review of parking data, the methodology used, and stakeholder input, followed by discussions with City staff to understand the context of the previous study and how it may support the current effort. However, given variations and

aberrations in parking behavior due to the COVID-19 pandemic (behavior Walker has researched extensively), Walker will conduct an updated parking data collection effort including:

- An update as necessary to the parking inventory within the Study Area;
- Parking demand counts to determine overall and concentrated areas of high- and potentially low- parking demand within the Study Area;
- Vehicle length of stay and turnover counts in high demand locations; and
- A review of available, historic, and current monthly parking meter revenue data in order to calibrate current parking demand with pre-pandemic levels.

Walker will analyze the data collected. Combined with parking demand projections for up to two future land use program scenarios and transit ridership projections provided by the City or LA Metro, Walker will recommend parking policies to address current conditions and accommodate future growth, development, goals, and vision for the Master Plan. Walker will make recommendations, highlighting potential parking revenue and expense impacts to the City budget. However, actual parking revenue and cost projections are not included in this task.

Downtown San Fernando's success hinges on its ability to support a "pedestrian-first, park-once" (and ultimately transit-served) model. We understand that a comprehensive strategy to adequately provide and manage parking is a crucial prerequisite to achieving that success. As part of the Master Plan, we intend to explore, test, and recommend a range of innovative parking ideas, strategies, and solutions to best support the downtown's ongoing success across the following topics (some of which inherently overlap).

- **Flex-Use and Shared Parking** – Our understanding of the highs, but also the lows of parking usage, allows us not only to identify opportunities to right-size parking for the busiest times, but also to identify when those spaces may be used in service for other community goals. We will look at opportunities where parking facilities can be reallocated to the community (e.g., events, farmer's markets) and/or used flexibly by businesses (e.g., shared parking), etc.
- **Electric Vehicle Charging** – As California makes a rapid transition to electric vehicles, how will those who do not have driveways or structured parking, typically lower-income communities, charge their vehicles? Are parking spaces the new gas stations? Walker can consider the pros, cons, and alternatives to on-street electric vehicle charging. Walker's innovation in this field ranges from establishing policy for Cal State Fullerton, to designing a green microgrid and providing charging services to low-income communities for the Fresno County Rural Transit Authority.
- **Curb Management and Micromobility** – The advent of rideshare companies, small mobility devices (scooters, e-bikes), the future of automated vehicles, and a growing trend in e-commerce that requires frequent delivery of goods have all impacted the use of the curb where off-street parking is traditionally located. We can help to address these growing and competing needs, while maximizing access and convenience across the downtown – a service that Walker is currently providing to the cities of Sacramento, Seattle, Ann Arbor, and Sarasota.
- **Valet (Public and Private)** – Valet parking can help local businesses to enhance their appeal and convenience, as well creatively meet parking demand in constrained urban settings. It also allows for the

utilization of typically underutilized spaces, which effectively increases supply. Walker has provided public parking valet analyses for cities throughout the region, including Santa Monica, Culver City, and Del Mar.

- Payment Technologies – Moving beyond coin-operated parking meters increases user flexibility and accessibility for a wider range of patrons. Walker constantly tracks and provides procurement guidance for all the latest parking hardware and software access controls and payment technologies, including pay-by-cell, app's, and contactless payment – services that Walker has provided to numerous cities, including Culver City, Long Beach, and Glendale (as part of a broader operations plan).
- Parking Design and Development Standards – City regulations can often induce or restrict too much parking. We can help address recent State legislation, such as AB 2097, to right-size parking regulations in the downtown, as well as assess the City's existing stall dimensions or drive aisles width requirements to determine if they are a hindrance to the physical feasibility of certain developments – a service that Walker recently provided to Los Angeles County's unincorporated communities.
- Automated Vehicle Storage and Retrieval Systems (AVSRS) – Given that parking facilities are land-intensive, especially in compact urban settings, automated parking facilities can help maximize parking capacity where space for a traditional parking facility is too constrained to yield enough stalls. This is a strategy that Dudek helped the City of Santa Clarita navigate in Old Town Newhall and that Walker employed via design specifications in the City of West Hollywood.
- Adaptive Reuse of Parking Facilities – As habits and lifestyles change and the role of parking follows suit, we can explore the benefits of enabling adaptive-reusable parking facilities which may be partially or fully converted into habitable space, if and when the market makes such changes feasible. Such flexibility can be both attractive to developers and communities in terms of long-term visioning and transitioning of land uses in a district – a topic that Walker has presented to the Urban Land Institute and other trade groups.
- Transition to Transit – Downtown San Fernando will soon be recipient of the benefits from two regional transit lines –Metrolink/Amtrak and Metro. Paired with related demographic lifestyle shifts – specifically driven by our younger generations' awareness of climate change – the push from an automobile-oriented to a people-oriented downtown will further accelerate. As such, Downtown San Fernando will have to adjust accordingly if it wants to remain relevant, maintain resilience, and continue to provide the services and amenities that its community demands. This means reconsidering the dominant role that parking plays in the downtown today.

Task 2.3 Deliverables:

- Parking Analysis Report, and incorporation of innovative parking strategies into the Master Plan

Task 2.4 Market Analysis

Our team's economics lead, HR&A, will perform a market analysis to evaluate market opportunities; trends in recent development, the competitive landscape, and the pipeline of planned development; pricing; vacancy; and absorption and deliveries. The analysis will focus on retail uses but will evaluate the viability of alternative land uses for adaptive reuse and infill development. HR&A will evaluate businesses, services, and amenities that may be

in high demand but are lacking, or that may present opportunities for growth and entrepreneurship. In addition, HR&A will identify locations in the downtown where there are indicators that existing businesses are at risk of failure, closure, or relocation.

Task 2.4 Deliverables:

- Market Analysis Report

TASK 3: COMMUNITY & STAKEHOLDER ENGAGEMENT

Task 3.1: Engagement Plan

Dudek, in collaboration with the City, will develop an Outreach and Engagement Plan that will establish a comprehensive, equitable, inclusive, and meaningful strategy for engaging the community and key stakeholders. The plan will address the following:

- **Outline of engagement goals and objectives**, and consideration of how input received from each engagement event will inform the project.
- **Key stakeholders.** Dudek will work with City staff to identify target audiences and key stakeholders, as well as members of the Advisory Committee, such as community-based organization leaders, City staff and leaders, business and property owners, major employers, developers, or investors.
- **Event format, methods, and tools.** Dudek will provide a description of the format of each engagement event (such as workshops, walking tours, open houses, pop-ups, charrettes, stakeholder interviews, focused discussions among Advisory Committee, webinars) and strategy for the methods and tools to maximize input (surveys, flyers, models, website, social media, etc.). For all events and materials, Dudek will provide on-site Spanish speakers and translation of materials.
- **Timeline.** Dudek will provide a timeline of overall events and campaigns to ensure that they occur in a timely manner and maintain a level of momentum and enthusiasm to curb outreach fatigue.
- **Marketing/event noticing.** Dudek will prepare event noticing, whether by mail, email blast, flyer, website post, or social media post and coordinate with the City for dissemination. Dudek may also conduct a door-to-door and/or survey mailer to further extend the reach and engage community members on a one-on-one basis (see Optional Task 3.8 and 3.9). However, recognizing that these traditional event noticing methods are not always capable of reaching everyone, Although not included in this Scope of Work, Dudek is also able to prepare graphic content for printed ads in the San Fernando Valley Sun, street or lamp post banners, sidewalk or vacant storefront window decals, or other temporary art installations as opportunities to market the project. We have found this “on-the-ground” tactic to be extremely successful in raising awareness and interest on projects. Dependent on the direction agreed upon by City staff as advised by the Ad-Hoc Economic Development Committee and Advisory Committee, our team can pivot accordingly to prepare the necessary content for project collateral to be able to maximize our engagement efforts.

- **Project websiteWebpage, social media, and online survey management.** Dudek will prepare content and manage stand-alone accounts for a project ~~webpage-website~~ and social media ~~campaign via the City's existing platforms~~ to maintain an online presence and provide up-to-date information on the project, events, and resources. Dudek will also create an online survey campaign early in the visioning process to solicit initial community input. The project website will also ~~We are also able to~~ maintain a Mail Chimp campaign for sign-up lists/event RSVPs via the project ~~webpagewebsite~~.
- **Incentivizing participation.** Cognizant of the reasons why community members may not want to or find no value in participating in the planning process (e.g., outreach fatigue, general indifference, lack of internet access, etc.), our team will work with the City to develop additional strategies as necessary to bolster and incentivize participation. Examples may include "swag" giveaways (e.g., project- or City-branded stickers, pens, tote bags), raffle prizes to select winners (e.g., gift card to a local downtown business, discount on local utility bill), etc. in exchange for responding to the survey and/or providing input at an event. In combination with other strategies, we have found this method of rewarding participation to be extremely successful.
- **Description of roles and responsibilities** among the Dudek team and City staff at each of the engagement events and during the life of the project.

The Outreach and Engagement Plan is intended to serve as a flexible document to provide guidance during the engagement process, allowing for redirection or variations where needed.

Task 3.1 Deliverables:

- Outreach and Engagement Plan

Task 3.2: Project Branding

Dudek will establish a project brand and consistent graphic identity for all project and engagement collateral. This effort will include a review of any current branding and marketing efforts across Downtown San Fernando to ensure compatibility in terms of voice and messaging. Drawing on the unique character and history of Downtown San Fernando, the brand will consist of a project logo, color palette, typefaces, and messaging for digital as well as print media for all public facing materials, such as event noticing, presentation boards, flyers, ~~webpageproject website~~, presentations, email blasts, press releases, social media, and the final plan.

Task 3.3 Deliverables:

- Project brand style guide

Task 3.3: ~~Management of Project Website, Social Media, and Online Survey Webpage, Community Survey, and Social Media~~

Once a project brand is set, Dudek will create graphic and written content ~~and manage a stand-alonefor a project webpage-website on the City's website~~ as to "go-to hub" for project information, upcoming engagement events, and any deliverables or work products determined by the City as suitable for online dissemination. ~~As an alternative,~~ Dudek's in-house publication and web developer specialists will design, develop, and host the project website utilizing a simple, easy-

~~to-use, and visually compelling platform such as Foursquare, ArcGIS StoryMap or similar platform. are capable of developing and hosting a stand-alone project website for this effort.~~

During the first round of engagement, Dudek will develop and host an online community survey. The survey will serve as a tool to solicit initial community feedback and input, such as participant demographic information, perceived issues and opportunities within Downtown San Fernando, personal attitudes and preferences of what Downtown San Fernando should offer, and project goals/objectives. The survey will be marketed (via a weblink and QR code) on the project ~~webpage~~website, social media, and other printed engagement materials, and feedback from the survey will be incorporated into the development of the vision for Downtown San Fernando. ~~Dudek may also conduct a door-to-door and/or survey mailer to further extend the reach and engage community members on a one-on-one basis (see Optional Task 3.8 and 3.9).~~

In addition, Dudek will develop content ~~for and manage~~ an ongoing social media campaign via ~~the City's existing stand-alone~~ social media ~~platforms~~accounts, including as agreed upon with City staff ~~Facebook, Twitter, and Instagram~~. We understand the power of adding social media to traditional public engagement strategies and are equipped to use this tool as a means to increase the reach of our engagement. For each engagement event, we will use social media as one of many tools for event noticing. Outside of engagement events, we can use social media to strategically post information as a way to maintain a level of momentum and enthusiasm. ~~In addition, we will coordinate with Advisory Committee members and their respective organizations to tap into their existing social media outlets and network of followers in the community.~~

Task 3.3 Deliverables:

- ~~Content/questions~~Content and management ~~for of~~ project ~~webpage~~website, online survey, and social media ~~posts~~campaigns
- Summary of results

Task 3.4: Ad-Hoc and Advisory Committee Meetings

~~This task reflects the work necessary to engage two important groups of stakeholders: 1) the Ad-Hoc Economic Development Committee and 2) the Advisory Committee.~~

~~Dudek recognizes the significance that the City's Ad-Hoc Economic Development Committee (Ad-Hoc Committee), consisting of two councilmembers, will play in shaping the future of Downtown San Fernando. Although the Ad-Hoc Committee was established (December 2022) after the original submission of this proposal (October 2022), we have re-allocated resources to engage with the Ad-Hoc Committee at the same frequency as the Advisory Committee.~~

The Dudek team will ~~also~~ work with City staff to create an Advisory Committee with members who represent a range of development interests in Downtown San Fernando or who are particularly vocal or active, including property owners, business owners, real estate brokers, developers (e.g., Aszkenazy Development), and community-based organizations (e.g., Downtown San Fernando Mall Association), etc.

The purpose of meeting with ~~the Advisory~~both Committees is to provide invaluable input and feedback to the Dudek team throughout the project. The ~~Advisory~~Committees will serve as a resource to share, review, and discuss key issues and opportunities, review findings, and confirm project recommendations prior to sharing with the

general public. In addition, the ~~Advisory~~ Committees can help to spread the word across their respective outlets and constituents to further encourage participation in the engagement process. We propose meeting with the ~~Advisory each of the~~ Committees once during each of the three proposed rounds of engagement:

- **Round 1—Discovery.** This first meeting will allow us to listen and learn from ~~the Advisory each of the~~ Committees. This meeting will provide the Dudek team with, for example, an understanding of ~~the specific needs of the downtown relative to the Committee's extensive knowledge and history and relationship to the community,~~ the reasons why existing tenants choose to locate in Downtown San Fernando, or about specific challenges that retailers and landlords may be currently experiencing. This meeting will include a facilitated discussion ~~on the Advisory about each~~ Committee's aspirations for Downtown San Fernando, wish-lists for improvements, growth, and change, and ideal outcomes of the project, and enable us to establish an initial set of goals.
- **Round 2—Visioning.** The second meeting will allow us to share our preliminary work in developing vision framework alternatives, inclusive of our studies of the opportunity sites and potential public realm improvements. This will enable our team to gather their focused feedback to refine the concepts prior to sharing with the general public. In doing so, this meeting will also help foster shared ownership of a cohesive vision for Downtown San Fernando.
- **Round 3—Preferred Vision.** The third meeting will allow us to share our work in developing a preferred vision framework and recommendations for improvements and potential implementation tools as part of the draft Downtown Master Plan. This meeting will be critical in obtaining ~~each of the Advisory~~ Committee's feedback before finalizing the Downtown Master Plan.

Task 3.4 Deliverables:

- Facilitation of up to three (3) meetings with the ~~Ad-Hoc Economic Development Committee and up to three (3) meetings with the~~ Advisory Committee, ~~for a total of six (6) meetings,~~ led by the Dudek team, with meeting materials, agendas, and summary notes, as needed.

Task 3.5: Visioning “Walkshop”

During the first round of engagement, Dudek will facilitate a curated, in-person walking tour/audit, or “walkshop” in Downtown San Fernando. The walkshop will enable us to ground-truth our initial impressions and analysis of the project area and have one-on-one discussions with community members in an immersive, experiential, and interactive manner as we point out and discuss issues and opportunities in real time. The route for the walkshop will be curated to include key points of interests and destinations within the project area and the ability to pause for conversation and reflection. The route map, along with prompting questions, will also be made available for those who are unable to participate in-person and/or wish to do a self-guided walking tour instead. To facilitate discussions, we will provide on-site Spanish speakers and translation of materials.

Task 3.5 Deliverables:

- Facilitation of an in-person walking tour.
- Dudek will provide the route map, prompting questions, topics of conversation, event noticing, and engagement summary. We will coordinate with City staff on event location logistics.

Task 3.6: Visioning Pop-Up

During the second round of engagement, Dudek and Place It! will facilitate an in-person visioning model-building workshop, ideally coinciding with an existing outdoor community event, such as the San Fernando Outdoor Market. The pop-up will allow the public to provide feedback on our preliminary vision framework alternatives and then model their own ideal Downtown San Fernando by using a collection of model-building toys and objects (provided by Place It!). By employing a “show and tell” format, participants will be able to explore their lived experiences, memories, and aspirations for Downtown San Fernando through story telling and creative thinking. This immersive and interactive activity will help engage community members in discussion about what they want to see in Downtown San Fernando and allow us the feedback to refine the vision framework alternatives and set of goals. To facilitate discussions, we will provide on-site Spanish speakers and translation of materials.

Task 3.6 Deliverables:

- Facilitation of an in-person visioning pop-up, model-building workshop that coincides with an existing outdoor community event (such as the San Fernando Outdoor Market).
- Dudek and Place It! will provide model-building materials, presentation boards, topics of conversation, event noticing, and engagement summary. We will coordinate with City staff on event location logistics.

Task 3.7: Visioning “Showcase”

During the third round of engagement, Dudek will facilitate an in-person Visioning “Showcase” meeting. The showcase will allow the public to provide feedback on the preferred vision for Downtown San Fernando, inclusive of recommended improvements and potential implementation tools. Formatted in an open-house exhibition setting, the Showcase can be held for a one-time event or, to maximize visibility and input, stay open to the public over the course of multiple days. The Showcase can be held indoors within a vacant storefront along San Fernando Road or MacLay Avenue or other City-owned space, or in an outdoor-setting, such as the San Fernando Paseo along San Fernando Road. Depending on the location, there are opportunities to further enhance the Showcase with added programming, such as food, art, and music to create a lively and festive experience and atmosphere to celebrate the possibilities for Downtown San Fernando and serve as an example of the kind of experiences the City-community would like to showcase continue to see in the downtown.

Task 3.7 Deliverables:

- Facilitation of an in-person open-house “showcase.”
- Dudek will provide presentation boards, event noticing, and engagement summary. We will coordinate with City staff on event location logistics.

Task 3.8: Survey Mailer

Dudek will assist with distributing a physical mailer of the survey. Produced as a 5x7 postcard, the survey will be mailed to every property in the city. Participants would have the option to scan the QR code on the mailer to take the survey online, or fill-in their responses on the mailer itself and then return the postcard via mail using pre-paid postage. Dudek assumes the City will cover costs for printing and mailing, while Dudek will digitize hand-written survey responses so that they can be tallied alongside those of the online survey.

To expand opportunities for people to return their survey responses to the project team, this task can be paired with Option Task 3.9C detailed below, as well as dedicating spaces across the City as official survey drop-off

locations, such as City Hall, LA County Public Library, Sheila Kuehl Family Wellness Center, and/or select local businesses. Each of these locations could house a stack of printed surveys for people to take and submit at their leisure. Survey locations can be advertised via a window decal, flyer, or temporary “survey mailbox” that is project-branded as a fun and highly visible way to attract attention.

Optional Task 3.9 Deliverables:

- Digitize survey responses from hand-written submissions
- Collect survey responses from official survey drop-off locations
- Note that the work required to develop and design the survey and analyze results in an engagement summary is already covered as part of Task 3.3.

Optional Task 3.9: Door-to-Door Surveying

In addition to printed and digital noticing, we recognize the added-value in door-to-door surveying to further extend our outreach and engagement with the community. Listed below are different Door-to-Door Surveying options for the City’s consideration. Depending on the agreed upon direction, which may include one or more of the options listed below, Dudek can adjust our strategy and budget accordingly to best meet the City’s needs.

Dudek is cognizant that the presumed effectiveness of door-to-door surveying is mixed. While some research suggests door-to-door surveying can be helpful in reaching people in low-income and senior citizen communities (given their lack of internet access), other research suggests that there may be more cost-effective ways to engage the community given the proliferation of cell phones, the internet, and social media and especially when paired with other methods such as well-publicized community events, pop-ups at high-trafficked areas, traditional newspaper ads, and information dissemination through local community groups, such as non-profits, churches, youth groups, business associations, etc. For these reasons, we proposed a multi-prong approach where door-to-door surveying is paired with other meaningful methods of engagement.

For purposes of this proposal, door-to-door surveying is defined as on-the-ground, in-person, door-to-door knocking of properties within an agreed-upon area. The door-to-door surveying will consist of hand-distributing flyers and printed versions of the online survey to properties with easy walk-up access to a front door, main lobby entrance and/or mailbox. While it is unlikely that our team will encounter an available occupant at each property at the time of surveying, we will encourage and invite conversation with available occupants to introduce the project, walk them through the questions of the survey, invite them to the events, and note any comments they may have.

To augment our resources to provide more “boots on the ground,” we propose partnering with available City and/or non-profit resources, such as City staff members from the Community Development Department or Councilmember offices and/or local non-profit organizations, such as the San Fernando Mall Association or Los Angeles Walks Promotoras. In addition, the Advisory Committee members and their respective organizations may be able to offer additional resources for us to expand our reach.

Regardless of the door-to-door surveying option that is ultimately selected, we propose first establishing metrics of success to better tailor our strategy and manage expectations up front. This could consist of establishing a target or goal to knock on or engage with a percentage/number of people, properties, or households within the project area, and/or produce a percentage/number of survey responses.

- **Optional Task 3.9A: Project Area Only Approach**

As a first option, Dudek can conduct door-to-door surveying of available properties within the project area, as well as those within a 100-foot radius of the project area. Dudek understands that the majority of properties within the project area consists of businesses rather than residents and may not be representative of the broader San Fernando community. Per available data (LA County GIS), Dudek assumes surveying up to 700 properties within a 100-foot radius of the project area for this option at an average rate of \$6 per door.

- **Optional Task 3.9B: Citywide Resident Only Approach**

As a second option, Dudek can conduct door-to-door surveying of available households citywide. Given that businesses outside the project area may not have a direct influence on the downtown, this option excludes them and instead focuses on citywide residents only to solicit their input on the future of their collectively-shared downtown. Per available data (City's Housing Element Update), Dudek assumes surveying up to 6,500 housing units for this option at an average rate of \$6 per door.

- **Optional Task 3.9C: Pop-Up Pairing Approach**

As a third option, Dudek can pair one or both of the aforementioned options with "pop-up survey days." Recognizing that residents may be unavailable or unwilling to answer their doors to surveyors, this approach seeks to provide additional opportunities for people to take the survey. This approach would dedicate Dudek team members to "pop-up" for a few hours at select high pedestrian trafficked locations to engage passerby to respond to the survey, hand-collect survey responses, and be available for questions/conversations alongside branded project material, like informational boards, flyers, swag, etc. This could be a rotating pop-up over the course of a week or month at various locations, such as a scheduled San Fernando Outdoor Market event, an upcoming 5k race along Maclay Avenue, or outside of a local supermarket or business. Doing so can help to promote visibility (of the project as well as the location/business) while also expanding the number of places where the survey is available. For this approach, Dudek assumes up to three (3) pop-up survey days at three (3) hours each. To maximize efficiency of resources, we propose coinciding one pop-up survey day with our first community event to take place during Phase 1 of our work.

Optional Task 3.9 Deliverables:

- Option 3.9A: Door-to-door surveying of up to 700 properties within the project area.
- Option 3.9B: Door-to-door surveying of up to 6,500 households of residents only citywide.
- Option 3.9C: Participation in up to three (3) pop-up survey days at three (3) hours each.
- Note that the work required to develop and design the survey and analyze results in an engagement summary is already covered as part of Task 3.3:

TASK 4: DOWNTOWN MASTER PLAN

Task 4.1 Vision Framework Alternatives

Based on City staff, Advisory Committee, and community input, Dudek will develop a compelling and realistic vision for the future of Downtown San Fernando. We propose developing up to three (3) vision framework alternatives for the project area defined by distinctive "big ideas" and from which a preferred vision will be refined and detailed for inclusion in the Downtown Master Plan. Driven by the agreed-upon guiding principles, each vision framework alternative will explore high-level conceptual variations in the growth, change, and extent of new development and

improvements in Downtown San Fernando. The vision framework alternatives will be illustrated as conceptual plan diagrams and be paired with sketches and/or precedent imagery and a vision statement with a clear set of supporting goals. The vision framework alternatives will also feature the potential redevelopment of the opportunity sites as areas of focus to stimulate economic development.

Task 4.1 Deliverables:

- Up to three (3) vision framework alternatives for the project area, supported by diagrams, sketches, precedent imagery, a vision statement, and a clear set of supporting goals.
- One (1) final refined preferred vision concept for inclusion in the Downtown Master Plan.

Task 4.2 Opportunity Sites Studies

Concurrently with the development of the vision framework alternatives, Dudek and HR&A, in collaboration with City staff, will identify and study up to ~~two-three~~ (32) opportunity sites for potential future development. Informed by our findings from our analysis, the selection of opportunity sites will be determined by characteristics such as vacancy, underutilization, potential for immediate redevelopment given land ownership or lease, location, lot size, and synergy potential. For example, the City's 13 public parking lots offer a good starting point for consideration. Cognizant of the constraints potentially inherent in the regulatory context set forth by the existing Specific Plan (such as height and intensity maximums, setbacks, and parking provisions), Dudek will test the physical feasibility of new development on site and study variations in use mix, unit mix, building typology, parking, and public realm improvements.

HR&A will then prepare preliminary estimates of the residual land value on each of the scenarios. We will estimate the relative financial feasibility of each scenario using general estimates of completed project value, total development costs, and an allowance for developer profit. As part of an iterative process, preliminary financial feasibility results may suggest making revisions to the scenarios to improve their financial performance.

These studies will help to inform the development of the vision framework alternatives for Downtown San Fernando by reflecting potential market demand and an opportunity to stimulate activity within the project area. They also serve as opportunity to be marketed to prospective developers and investors as potential catalyst projects.

Task 4.2 Deliverables:

- Physical and financial feasibility studies for up to ~~two-three~~ (32) opportunity sites, supported by plan drawings, diagrams, sketches, precedent imagery, descriptive text, as well as a financial feasibility breakdown in a presentation format.

Task 4.3: Public Realm Concepts

Concurrently with the development of the vision framework alternatives, Dudek will develop recommendations for improvements within the public realm to support a thriving, vibrant, and attractive mixed-use district. This may include conceptual strategies for the streetscape design, publicly accessible open spaces (such as plazas, paseos, alleyways, and parks), multi-modal mobility facilities (such as sidewalks, crosswalks, bikeways, transit stations, and micro-mobility opportunities), signage and wayfinding, lighting, street furniture, landscaping, public art, curbside management, and the general "ground floor" character of the project area to support the vision framework alternatives.

Task 4.3 Deliverables:

- Conceptual strategies for recommended public realm improvements consistent with the vision framework alternatives and preferred vision for the project area, supported by diagrams, sketches, and precedent imagery.

Task 4.4: Downtown Master Plan

Dudek will assemble the work from all previous tasks into a draft and final version of the Downtown Master Plan. The plan will provide background context on the visioning process, including analysis, community engagement, and the development of vision framework alternatives. The plan will showcase the preferred vision and associated recommended improvements within the public realm, parking strategies, and the redevelopment of opportunity sites.

Included in the plan will be a “Vision Roadmap” that will provide the City a high-level recommendation for potential implementation strategies to act on after this effort is complete. A critical component of the Vision Roadmap will be recommendations for how best to update the existing Specific Plan, the primary regulatory mechanism for growth and change within the downtown. To help the City plan its next steps, the Vision Roadmap may address potential implementation tools across topics, such as:

- Updates to existing policies and regulatory documents, such as the Specific Plan;
- Urban design, the public realm, and placemaking;
- Redevelopment of opportunity sites; and
- Retention and preservation of legacy commercial tenants and businesses.

The Downtown Master Plan will be written and presented in a clear, concise, and accessible manner that can be understood equally by technical experts and the general public. Through the use of imagery, bold graphics, and color, the plan will be visually compelling, and inspirational, and can serve as a marketing tool that the City can use to promote new ideas and explore partnerships with prospective developers, property owners, investors, and other organizations and partners.

Task 4.4 Deliverables:

- Draft and final versions of the Downtown Master Plan, inclusive of a “Vision Roadmap.”

TASK 5: ~~PUBLIC HEARINGS~~ COUNCIL/COMMISSION MEETINGS

Dudek will assist in ~~keeping City leaders apprised of the work performed~~ presenting for the Downtown Master Plan ~~to the Planning and Preservation Committee and City Council for public hearing and approval/adoption~~. For this task, we are assuming that Dudek will present at a total of ~~two-five (52)~~ public Council/Commission hearingsmeetings, for which we will prepare the presentation materials and assist in preparing the applicable staff report.

Task 5 Deliverables:

- Participation at ~~two-five (52)~~ public ~~hearingsmeetings~~, including:
 - One (1) City Council Meeting– Presentation and approval of Community Engagement and Outreach Plan
 - Two (2) Joint City Council and Planning and Preservation Commission Workshops (one conducted during the Visioning process and the second to present the draft plan)

- One (1) Planning and Preservation Commission Meeting (as a public hearing of the Master Plan recommendation to City Council)
 - One (1) City Council Meeting (as a public hearing for approval of the Master Plan)
- Dudek will provide the presentation and assist in preparing the applicable staff report for each hearing.

City of San Fernando
City of San Fernando Downtown Master Plan - Revised Fee Proposal as of 04/12/2023
Note: Cells highlighted in RED text have been revised.

DUDEK
EXHIBIT "B"
CONTRACT NO. 2147

		Dudek Labor Hours and Rates							Subconsultant Fees								TOTAL PRIOR FEE	DELTA
		Project Team Role:	Principal	PM	Outreach	Outreach	Support	Support	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	Economics	Outreach	Parking	OTHER DIRECT COSTS	TOTAL NEW FEE			
		Team Member:	Gaurav Srivastava	Catherine Tang Saez	Shannon Heffernan	Janet Rodriguez	Designer/ Planner	Designer/ Planner			HR&A	Place It!	Walker					
		Billable Rate:	\$235.00	\$195.00	\$235.00	\$140.00	\$130.00	\$100.00			Fee	Fee	Fee					
Task 1	Project Management																	
1.1	Kickoff Meeting and Downtown Site Walk		4	4	4				12	\$2,660.00	\$3,300.00			\$100.00	\$6,060.00	\$6,060.00	0.00	
1.2	Project Management		9	36					45	\$9,135.00	\$3,500.00				\$12,635.00	\$12,635.00	0.00	
Subtotal Task 1			13	40	4				57	\$11,795.00	\$6,800.00	\$0.00	\$0.00	\$100.00	\$18,695.00	\$18,695.00	0.00	
Task 2	Existing Conditions Analysis																	
2.1	Review of Existing Plans, Documents, and Programs			4	8	8			20	\$3,780.00					\$3,780.00	\$3,780.00	0.00	
2.2	Built Environment & Public Realm Analysis			8			40		48	\$6,760.00					\$6,760.00	\$6,760.00	0.00	
2.3	Mobility and Parking Analysis								0	\$0.00			\$42,500.00		\$42,500.00	\$42,500.00	0.00	
2.4	Market Analysis								0	\$0.00	\$52,000.00				\$52,000.00	\$52,000.00	0.00	
Subtotal Task 2				12	8	8	40		68	\$10,540.00	\$52,000.00	\$0.00	\$42,500.00	\$0.00	\$105,040.00	\$105,040.00	0.00	
Task 3	Community Outreach and Stakeholder Engagement																	
3.1	Outreach and Engagement Plan			4	8				12	\$2,660.00					\$2,660.00	\$2,660.00	0.00	
3.2	Project Branding			4	4	4	16		28	\$4,360.00					\$4,360.00	\$4,360.00	0.00	
3.3	Management of Project Website, Social Media, and Online Survey			8	16	8	40	40	112	\$15,640.00					\$15,640.00	\$5,300.00	10,340.00	
3.4	Ad-Hoc & Advisory Committee Meetings (x6 total)		12	12	6		22		52	\$9,430.00	\$3,000.00			\$125.00	\$12,555.00	\$12,450.00	105.00	
3.5	Round 1: Visioning Walkshop			6	6	6	20		38	\$6,020.00				\$100.00	\$6,120.00	\$6,120.00	0.00	
3.6	Round 2: Visioning Pop-Up			6	6	6	20		38	\$6,020.00		\$3,260.00		\$2,100.00	\$11,380.00	\$11,380.00	0.00	
3.7	Round 3: Visioning Showcase		6	6	6	6	20		44	\$7,430.00				\$2,125.00	\$9,555.00	\$9,555.00	0.00	
3.8	Survey Mailers (digitizing @ 30 responses/hour for up to 1,000 responses max.)							33	33	\$3,300.00					\$3,300.00	\$0.00	3,300.00	
Subtotal Task 3			18	46	52	30	138	73	357	\$54,860.00	\$3,000.00	\$3,260.00	\$0.00	\$4,450.00	\$65,570.00	\$51,825.00	13,745.00	
Task 4	Downtown Master Plan																	
4.1	Vision Framework Alternatives		4	8			20		32	\$5,100.00					\$5,100.00	\$5,100.00	0.00	
4.2	Opportunity Sites (x3 total)		4	20			70		94	\$13,940.00	\$28,600.00				\$42,540.00	\$32,240.00	10,300.00	
4.3	Public Realm		4	20			60		84	\$12,640.00					\$12,640.00	\$12,640.00	0.00	
4.4	Downtown Master Plan		4	20	4	8	120		156	\$22,500.00					\$22,500.00	\$22,500.00	0.00	
Subtotal Task 4			16	68	4	8	270		366	\$54,180.00	\$28,600.00	\$0.00	\$0.00	\$0.00	\$82,780.00	\$72,480.00	10,300.00	
Task 5	Council/Commission Meetings (x5 total)		2	10	2				14	\$2,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,890.00	\$1,875.00	1,015.00	
PROJECT TOTAL										\$134,265.00	\$90,400.00	\$3,260.00	\$42,500.00	\$4,550.00	\$274,975.00	\$249,915.00	25,060.00	
Task 3	ADDITIONAL OPTIONAL TASKS																	
3.9A	Door-to-Door Surveying - Project Area Only Approach (@ \$6/door for 700 doors max.)													\$4,200.00	\$4,200.00	\$0.00	4,200.00	
3.9B	Door-to-Door Surveying - Citywide Resident Only Approach (@ \$6/door for 6,500 doors max.)													\$39,000.00	\$39,000.00	\$0.00	39,000.00	
3.9C	Door-to-Door Surveying - Pop Up Pairing Approach (x3 events @ 3 hours/event)					9	9		18	\$2,430.00					\$2,430.00	\$0.00	2,430.00	
Subtotal Optional Tasks										\$2,430.00				\$43,200.00	\$45,630.00	\$0.00	45,630.00	
PROJECT TOTAL INCLUDING OPTIONAL TASKS										\$136,695.00				\$47,750.00	\$320,605.00	\$249,915.00	70,690.00	

PROPOSAL FOR

THE CITY OF
SAN FERNANDO



DOWNTOWN MASTER PLAN

Resubmitted October 10, 2022

Prepared by

DUDEK

38 North Marengo Avenue
Pasadena, CA 91101
626.204.9817
dudek.com



"Guernica to Home"
by Stan Natchez

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COVER LETTER

Resubmitted October 10, 2022

Kanika Kith
City of San Fernando
117 Macneil Street
San Fernando, California 91340

Subject: City of San Fernando Downtown Master Plan

Dear Ms. Kith:

On behalf of our multidisciplinary team, Dudek is pleased to resubmit a revised proposal to support the City of San Fernando (City) in developing the Downtown San Fernando Master Plan. Dudek is a Southern California-founded and values-driven multidisciplinary firm of urban designers, planners, engagement facilitators, and California Environmental Quality Act (CEQA) specialists focused on creating vibrant, sustainable, and equitable communities. Our team includes our subconsultant partners—HR&A Advisors, Place It!, and Walker Consultants—each of whom has been selected to provide critical expertise and local, relevant experience across their respective disciplines.

Together, we are excited to assist the City in assessing Downtown San Fernando's physical and economic landscape, crafting a collective community- and stakeholder-driven vision, and strategizing the best next steps to implement that vision to drive Downtown San Fernando's future growth. We recognize that as the historic heart and center of the City, Downtown San Fernando offers a unique and authentic setting for a thriving, vibrant, and resilient mixed-use district that appeals to locals and visitors alike. Under this contract, the Dudek team will bring the City the following strengths:

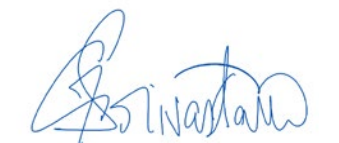
- A local team that understands the City's needs.
- A thoughtful and inclusive approach to engaging the community.
- A focus on real-world implementation.
- A market-realistic, implementation-ready mindset.
- Timely, cost-effective project management
- A collaborative, multi-disciplinary team that is excited to work hand in hand with the City.

We look forward to working with the City on this effort. If you have any questions or need additional information, please contact Project Manager, Catherine Tang Saez, AICP, at ctangsaez@dudek.com or 626.204.9846.

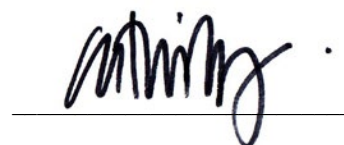
Sincerely,



Joseph Monaco
President/CEO



Gaurav Srivastava, AICP
Principal in Charge



Catherine Tang Saez, AICP
Project Manager

2 PROPOSAL SUMMARY

The City has identified a need to develop a Master Plan for Downtown San Fernando—the birthplace of the Valley and the historic heart and center of the City of San Fernando. We understand the significance and urgency of this need given the issues that COVID-19 has exacerbated within our communities—specifically within our downtowns, main streets, and retail centers. We recognize that this effort is being funded in part by the American Rescue Plan Act, which seeks to provide communities with economic recovery and revitalization assistance. We understand that crafting a vision and plan, and ultimately an implementation strategy to facilitate the recovery and revitalization of Downtown San Fernando, will be complex, and community and stakeholder expectations will deservedly be high. This effort requires professionals who bring a combination of nuanced, local understanding and innovative, results-oriented experience and solutions. The team we have assembled is skilled and experienced in this regard, having prepared compelling, visionary, and pragmatic plans for downtowns, main streets, and urban districts that have won community approval and stand the test of time. Comprised of **Dudek** as the Prime Consultant and **HR&A Advisors, Place It!, and Walker Consultants** as our partnered subconsultants, our team is a strong choice to partner with on this effort as evidenced by the following strengths.

A Local Team That Understands the City's Needs

The Dudek team has provided similar planning, design, engagement, and economic services for communities adjacent to and of comparable characteristics as



San Fernando Mall (Dudek, 2022)

Downtown San Fernando, such as Old Town Newhall in Santa Clarita, the Mission District in San Gabriel, and Downtown Torrance. As a result, we bring a nuanced understanding of the unique local conditions of downtowns and main streets and the complex relationship that they hold with their host cities to be able to position, prioritize, and balance their competing objectives. We have further expanded on our local experience in **Section 4. Related Experience.**

In addition, our Project Manager, **Catherine Tang Saez, AICP of Dudek** is no stranger to San Fernando. Born and raised in the Valley, Ms. Saez has visited the San Fernando Mall often over the years—notably some 30 years ago for her first communion dress, and more recently, for her son's baptism suit. As a Latina, she understands the long-standing significance the Mall and Downtown San Fernando have played in Hispanic communities across the Valley and Los Angeles region. As an urban designer and planner, Ms. Saez understands the City's ultimate end goal for this effort—a vibrant and economically healthy downtown that is beloved by



San Fernando Mall (Dudek, 2022)

locals and frequented by visitors—and the significance of the path to get there—rigorous analysis, community visioning, inclusive engagement, and real-world implementation. As a team, we believe in the inherent strengths of Downtown San Fernando, and we bring a realistic optimism of its potential to continue to uplift its residents, businesses, and workers. We have further expanded on our understanding of Downtown San Fernando in **Section 3. Work Plan**.

Thoughtful and Inclusive Approach to Engagement

At Dudek, we are not just planners and designers, but also skilled engagement specialists who recognize that a plan without public support has no chance of affecting real change. Led by our in-house planner and engagement specialist, **Shannon Heffernan, AICP of Dudek**, our proactive approach for an effective, transparent, and inclusive public process will build on the City's recent hard work to further strengthen and clarify the community's collection vision for the downtown.

Our engagement reaches a broad audience through bilingual workshops, pop-ups, walking tours, social media campaigns, surveys, interviews, targeted discussions, and other methods that have proved to be effective. To help enhance our visioning process, Dudek is partnering with **James Rojas of Place It!**, founder of the Latino Urban Forum and nationally recognized for his effective use of tactile, playful, and interactive tools, such as model-making and story telling, in Latino communities. We have expanded on our comprehensive engagement approach in **Section 3, Work Plan**.

A Focus on Real-World Implementation

Our team is skilled and experienced in addressing the complexities that surround planning for downtowns, main streets, and urban districts. We work at a variety of scales, from small to large, and within a range of regulatory frameworks, from General Plans to Specific Plans, and use our collaborative and analytical strengths to accurately define the problem in order

2 / Proposal Summary

to effectively solve it. As planners, we do not develop plans that “sit on shelves collecting dust.” Rather, we strive to deliver to clients uniquely tailored plans, strategies, and recommendations that result in swift and visible outcomes.

While we understand that the ultimate end goal for this effort is a thriving, vibrant, and economically resilient mixed-use Downtown San Fernando, we acknowledge that there are many avenues by which to get there. As part of this effort, our team will help to identify potential next steps to implement the community’s vision in the near- and long-term —such as strategic updates to the existing Specific Plan, infrastructure improvements, the use of public sites, and tenant/business retention strategies, etc. Our job will be to strategize with the City the most effective implementation tools based on the community’s aspirations, the City’s goals, and the physical, economic, and political context of San Fernando. Our approach to providing the City with a realistic Master Plan is further expanded in **Section 3, Work Plan**.

Market-Realistic, Implementation-Ready Mindset

To help frame our work in the realities of the market, Dudek is partnering with **Jane Carlson of HR&A**, an industry-leading economic development and real estate advisory firm that specializes in developing implementation-ready strategies to revitalize downtowns into economically robust, community-strengthening assets. HR&A understands real estate markets, evolving consumer and tenant preferences, and trends impacting historic downtowns, and has successfully strategized ways to leverage the revitalization of downtowns to catalyze citywide economic growth and transformation. HR&A will lead our market analysis and assist with targeted business and developer stakeholder engagement. In addition, Dudek is partnering with **Steffen Turoff of Walker Consultants** to address issues of parking, such as supply, demand, and policy, as it relates to opportunities



Library Plaza along MacLay Avenue (Dudek, 2022)

for economic development within Downtown San Fernando. A detailed breakdown of our economic and parking tasks is provided in **Section 3, Work Plan**.



San Fernando Station retail along Truman Street (Dudek, 2022)

Timely, Cost-Effective Project Management

Project Manager Catherine Tang Saez, AICP of Dudek is committed and empowered to provide responsive, efficient, and high-quality services to the City. Ms. Saez will be the main point of contact responsible for managing the contract and assigning the most appropriate staff for each task, in addition to leading the urban design and planning technical work. Ms. Saez believes that successful technical practitioners make successful project managers given their nuanced understanding of the work required of projects. She has nearly 15 years' experience coordinating multidisciplinary teams and understands that a clear line of communication and highly organized project management team is instrumental in keeping projects on schedule and within budget. She will be supported by **Gaurav Srivastava, AICP**, Dudek's Urban Design Director, as Principal In Charge, who will provide invaluable insight in incorporating best practices and pushing forward better methods and approaches in our work.

For this effort, we are proposing a 9-month work plan to be within the requested \$250,000 budget

across a 3-round process, each punctuated by major engagement milestones, to complete the tasks listed in our scope of work. Our approach is further described in Section 3, Work Plan, while a detailed breakdown of our schedule and cost is provided in Sections 7, Estimated Project Schedule and 8, Cost Proposal, respectively.

On the following pages, we have included our team's project understanding, proposed approach to the work plan and scope of work, related experience, as well as an overview of our team and key personnel, references, proposed schedule, and cost proposal as requested by the RFP. We are confident that our proposed services will successfully provide the City the guidance it seeks, and we would be privileged to assist with this effort.

Key Contact

Catherine Tang Saez, Project Manager

Address: 38 North Marengo Avenue
Pasadena, California 91101

Phone: 626.204.9846

Email: ctangsaez@dudek.com

3 WORK PLAN

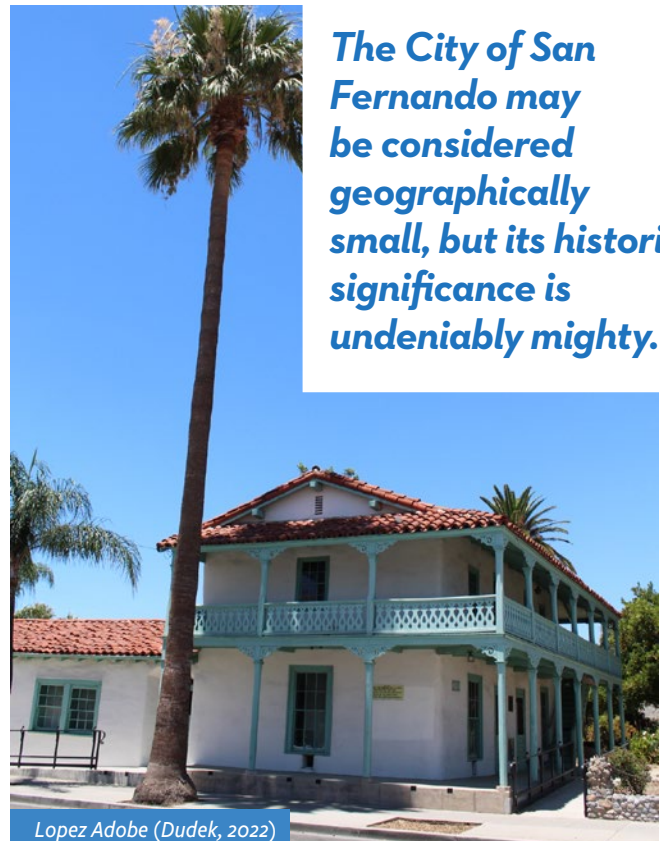
OUR INITIAL IMPRESSIONS OF THE PROJECT AREA

At just over 2 square miles in size, the City of San Fernando may be considered geographically small, but its historic significance is undeniably mighty. Long inhabited by Gabrieliño and Tataviam Native Americans prior to European arrivals, San Fernando traces its roots back to the 1797 dedication of the Mission San Fernando Rey de España. Yet, it was not until 1874 that the Southern Pacific Railroad's construction of a line from Los Angeles to Bakersfield (which still bisects the City today) spurred a land boom and an influx of settlers. Led primarily by land investors Charles Maclay and cousins George and Benjamin Porter, San Fernando—deemed the first city of the San Fernando Valley, for which it is named—was born.

Today, San Fernando is a city that continues to thrive with activity that centers around its historic downtown and adjacent commercial districts, each distinct in their own regard. This project focuses on these areas for good reason—they are the City's geographic center and have been the subject of ongoing change and transformation.

Brimming with potential is Downtown San Fernando, the heart of the City. With walkable blocks and a historic charm that is felt in its buildings, architecture, and streetscapes, Downtown San Fernando benefits from an intimate, small-town feel that is a welcoming contrast to the dense urban sprawl of its Los Angeles neighbors. For nearly 150 years, San Fernando Road has anchored the downtown and is home to the 1960s reconstruction of the San Fernando Mall. Regarded for decades as the Valley's go-to destination for wedding and quinceañera dresses and other religious niche items, and home to a variety of other retail and dining establishments, the

The City of San Fernando may be considered geographically small, but its historic significance is undeniably mighty.



Lopez Adobe (Dudek, 2022)



San Fernando Mall (Dudek, 2022)

Complimentary Retail Destinations

The San Fernando Mall is considered the city's historic shopping street, but newer pockets of dining and retail have recently clustered on the opposite side of the Metrolink tracks near the Civic Center along Maclay Avenue between 1st and 3rd Streets.

**Initial Impressions - Retail**

Mall has been an important destination for the Latino community, drawing local and regional visitors alike.

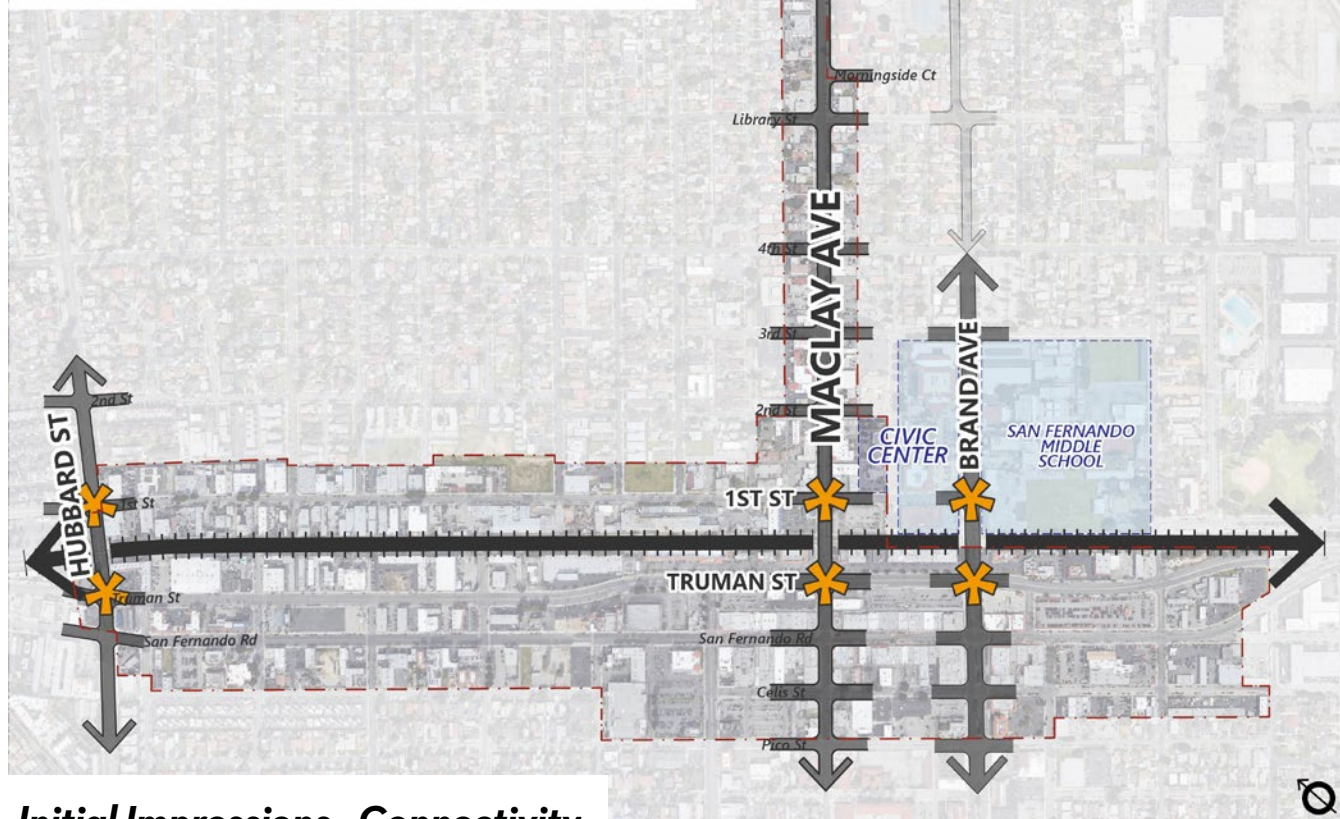
Yet, over the last decade, market fluctuations (particularly caused by the Great Recession and more recently the COVID-19 pandemic) have resulted in a waning of the Mall's appeal. Technology-driven paradigm shifts, including working-from-home and the growing prevalence of online retail and app-based dining, have challenged the renewed success of traditional downtowns and main streets across the country. While recent activity (e.g., Truman House Tavern and the San Fernando

Outdoor Market) has helped breathe new life into the two-block stretch of the Mall, it has struggled to further attract a significant amount of new private investment necessary to keep the Mall relevant in times of evolving retail and dining trends.

Although technically a part of the downtown, Truman Street imbues an entirely different character. In contrast with but situated parallel to San Fernando Road, Truman Street is a modern-day commercial thoroughfare lined with strip-retail and auto-oriented uses. Although faring better than its counterpart in its ability to attract new

Crossing the Tracks

The Metrolink rail corridor creates a nearly impenetrable barrier along the length of Downtown San Fernando. Only three primary streets - Maclay, Brand, and Hubbard - provide connections across the tracks, which makes their crossings that much more prominent and visible as gateways into and out of the downtown.

**Initial Impressions - Connectivity**

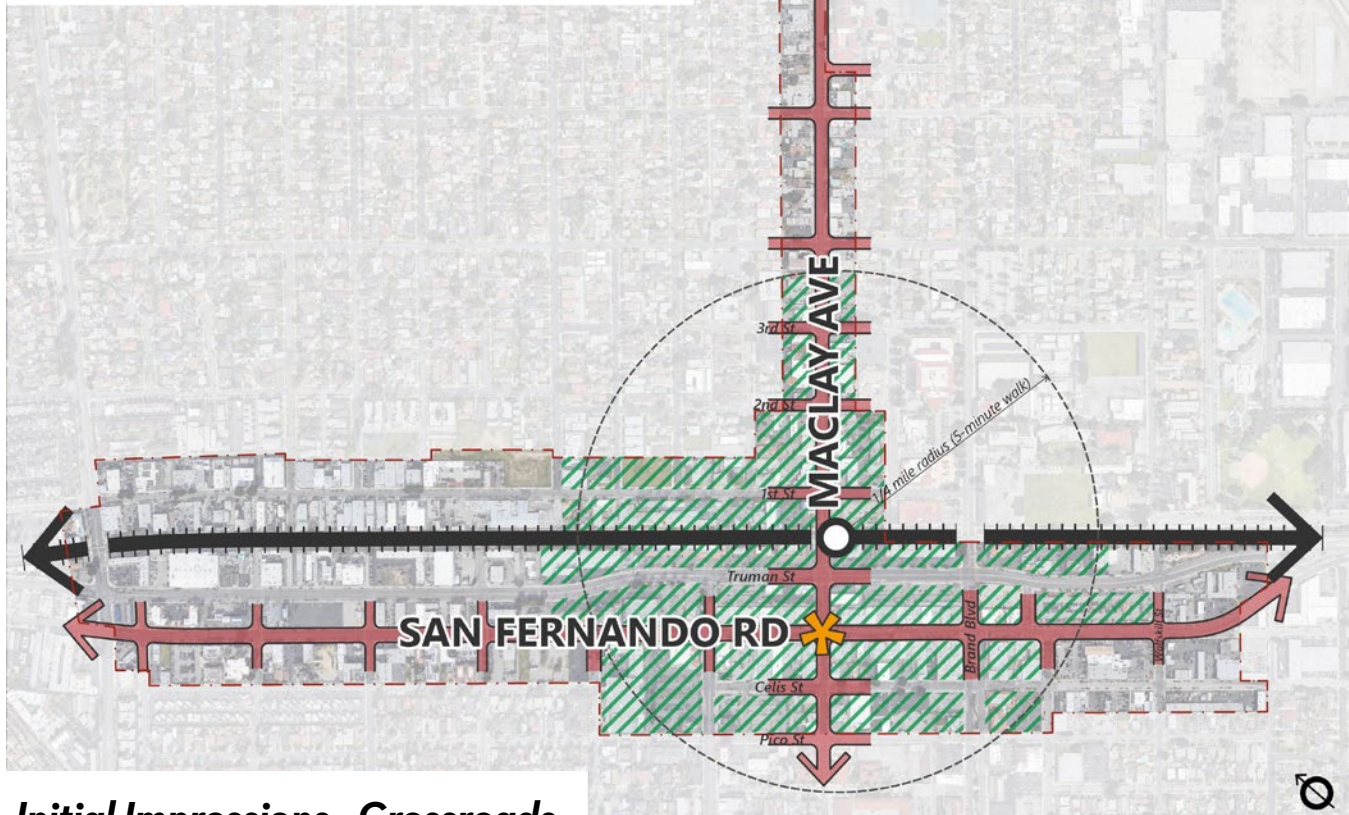
retailers, these development patterns are not conducive to the dynamic pedestrian-oriented environments of successful downtowns. New developments are attempting to flip this model (e.g., Chipotle at Maclay), but Truman remains disjointed from San Fernando Road, unable to share in a cohesive identity of one downtown.

Conversely, just north along Maclay Avenue on the opposite side of the tracks is an up-and-coming cluster of new and improved uses that is shifting the downtown's center of gravity away from the Mall. Unless public realm improvements are made to bridge the gap along the

tracks, Maclay Avenue and the core of the downtown will continue to operate as two disparate parts. In spite of this, new developments like Library Plaza, U-Crave, and Manzanitas, in addition to a recent City-coordinated streetscape effort, are the reason Maclay Avenue is transforming into a destination street of its own kind. Unlike the Mall which essentially sits within a single-use district, Maclay Avenue benefits from a greater critical mass of people from adjacent homes and the Civic Center—a nod to a potential repositioning strategy that can be employed at the Mall.

The City's Crossroads

San Fernando Road and Maclay Avenue are arguably the city's most prominent streets, with their crossroads as the heart and center of the downtown. Metro's potential LRT station at Maclay further elevates the significance of parcels in the vicinity (within the 1/4 mile radius of the proposed station).

**Initial Impressions - Crossroads**

While the added layer of transit accessibility—regional (Metrolink, Metro Rapid), local (the Trolley), existing, and planned (East San Fernando Valley Transit Corridor)—and an adjacency to the San Fernando Mission further bolsters the project area's draw as both a local and regional destination, parking remains an issue to be solved. On the one hand, the City owns 13 individual public parking lots across the downtown, which can be opportunities for new mixed-use developments. On the other hand, public perception remains that there is still yet not enough parking throughout. While the City recently completed its

Parking Management Plan, the real work lies in the successful implementation of its recommendations, which this effort can help facilitate.

Elsewhere are additional districts distinct from the commercial bustle of Downtown San Fernando that command a completely different revitalization strategy. Light industrial uses along First Street, for example, need not employ the same public realm improvements necessary at the Mall, but should explore unique strategies that leverage its adjacency to the downtown and the rail corridor.

3 / Work Plan

Reimagine the City's Parking lots

A significant amount of prime land in the downtown is dedicated to parking - whether public (City or County owned) or private. In addition to vacant lots, these sites can be considered "low-hanging fruit" opportunities for immediate redevelopment into a mix of uses with integrated parking.

**Initial Impressions - Parking as Opportunity**

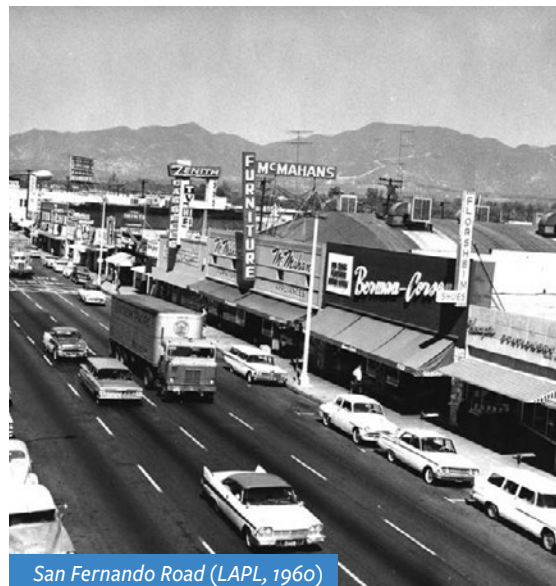
In general, Downtown San Fernando has been the subject of much planning in recent years, and we applaud the City on their multiple efforts to continually improve its historic core. From a recent APA award-winning specific plan update to an assets analysis (and more in between), we recognize that the City is carefully and thoughtfully exploring every tool and strategy to stimulate economic development in the right places at the most opportune times. While these efforts provide a strong foundation from which to work, it is important to recognize the changing landscape that currently confronts Downtown San Fernando. Of greatest recent

significance has been COVID-19, which has changed the way we approach retail, dining, office space, and public open space, as well as new state mandates to address the worsening housing shortage. It is unlikely that these issues will significantly change the community's vision for a more vibrant, active, and attractive downtown that was deeply vetted and established in the recent specific plan update, but it may change the strategy and approach for how and when that vision is achieved.

Spotlighting **Downtown's Corridors**



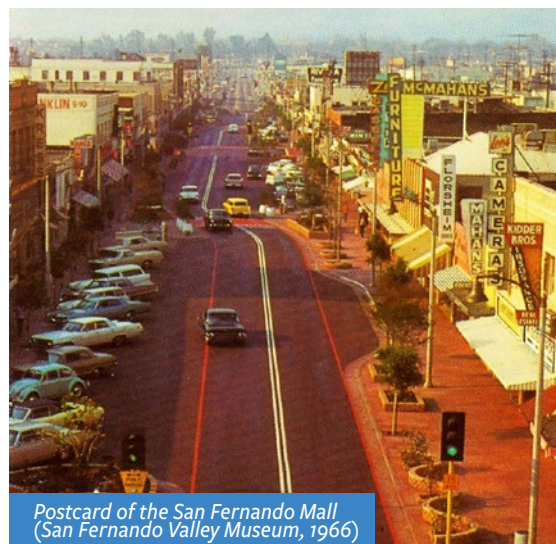
San Fernando Road near the corner of Maclay (waterandpower.org, 1882)



San Fernando Road (LAPL, 1960)

San Fernando Road

San Fernando Road is the primary anchor of the downtown. What began as a simple dirt road eventually became a busy, 4-lane-wide shopping and vehicular thoroughfare through the 1960s. The two-block stretch between San Fernando Mission Boulevard and Brand Boulevard, the corridor's heart and center, was reconstructed in 1966 as the San Fernando Mall. Narrowed to 2 lanes with diagonal parking, a pedestrian-friendly streetscape, and commercial storefronts, the San Fernando Mall is reminiscent of similar main street reconfigurations seen across the nation in the 1960s and 70s. Today, the Mall is regarded as the Valley's go-to place for wedding and quinceañera dresses and has seen recent private investments (e.g., Truman House Tavern) and renewed activity (e.g., San Fernando Outdoor Market). At the street's western end, the bustle of downtown's shopping and dining activity tapers off to mostly auto-repair shops and vacant/parking lots as one heads towards the Metrolink Station, while its eastern end is exclusive to car dealerships, rental car facilities, and more auto-repair shops before crossing over the Pacoima Wash.



Postcard of the San Fernando Mall (San Fernando Valley Museum, 1966)



San Fernando Mall (Dudek, 2022)

Spotlighting Downtown's Corridors



Rennie's Theater (waterandpower.org, 1938)



Library Plaza (Dudek, 2022)



Library Plaza (Dudek, 2022)



U Crave (Dudek, 2022)



Lopez Adobe (Dudek, 2022)

Maclay Avenue

Maclay Avenue, named after Charles Maclay, runs perpendicular to San Fernando Road and is home to the Lopez Adobe (the City's oldest remaining structure) at its southern end. North of San Fernando Road, Maclay Avenue is characterized by an eclectic mixed-bag of both old and new uses including houses, personal services, and professional offices, as well as local shops and eateries (most of which are clustered near the Civic Center and some of which offer surprising pockets of discovery—e.g., Library Plaza). In-street planters, lamp posts, and other street furniture improvements line this stretch of Maclay Avenue thanks to a coordinated effort to improve the corridor some 20 years ago. With the possibility of a new light rail station between Truman and First Streets, Maclay Avenue is poised for further revitalization. Elsewhere along Maclay Avenue are historic keepsakes, including the Morningside Elementary School (a California Historic Resource) and the repurposed Rennie's Theater. Although Maclay Avenue stretches well beyond the 210 Freeway, its terminus at the City's boundary is marked by a prominent, yet elegant "Welcome to San Fernando" sign at Eighth Street.

Spotlighting **Downtown's Corridors**



San Fernando Station retail (Dudek, 2022)



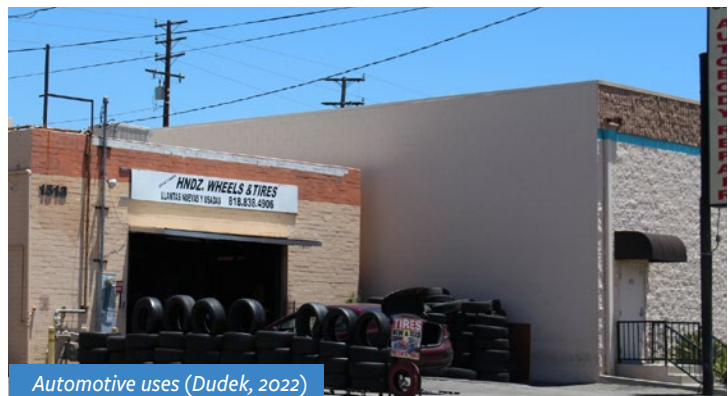
Chipotle (Dudek, 2022)



Mission Plaza retail (Dudek, 2022)

Truman Street

Truman Street is a short, 1.5-mile stretch that splits off San Fernando Road at the east before reconnecting with it again at the west. Unlike its counterpart, Truman Street is a 4-lane-wide thoroughfare with auto-oriented uses. Parallel and complementary to San Fernando Road, Truman helps to support and preserve San Fernando's pedestrian-oriented character by funneling through-traffic. Just east of Workman Street, Truman is host to a handful of parking lots, older/typical strip retail, and newer retail development. West of Workman Street, semi-trucks are a common sight alongside light industrial uses, like auto-repair shops and equipment warehouses, and parking/vacant lots (including the shuttered Jungle Chicken building).



Automotive uses (Dudek, 2022)



Automotive uses (Dudek, 2022)

Spotlighting **Downtown's Corridors**



First Street looking north-east (Dudek, 2022)



Vacant lot along First Street (Dudek, 2022)

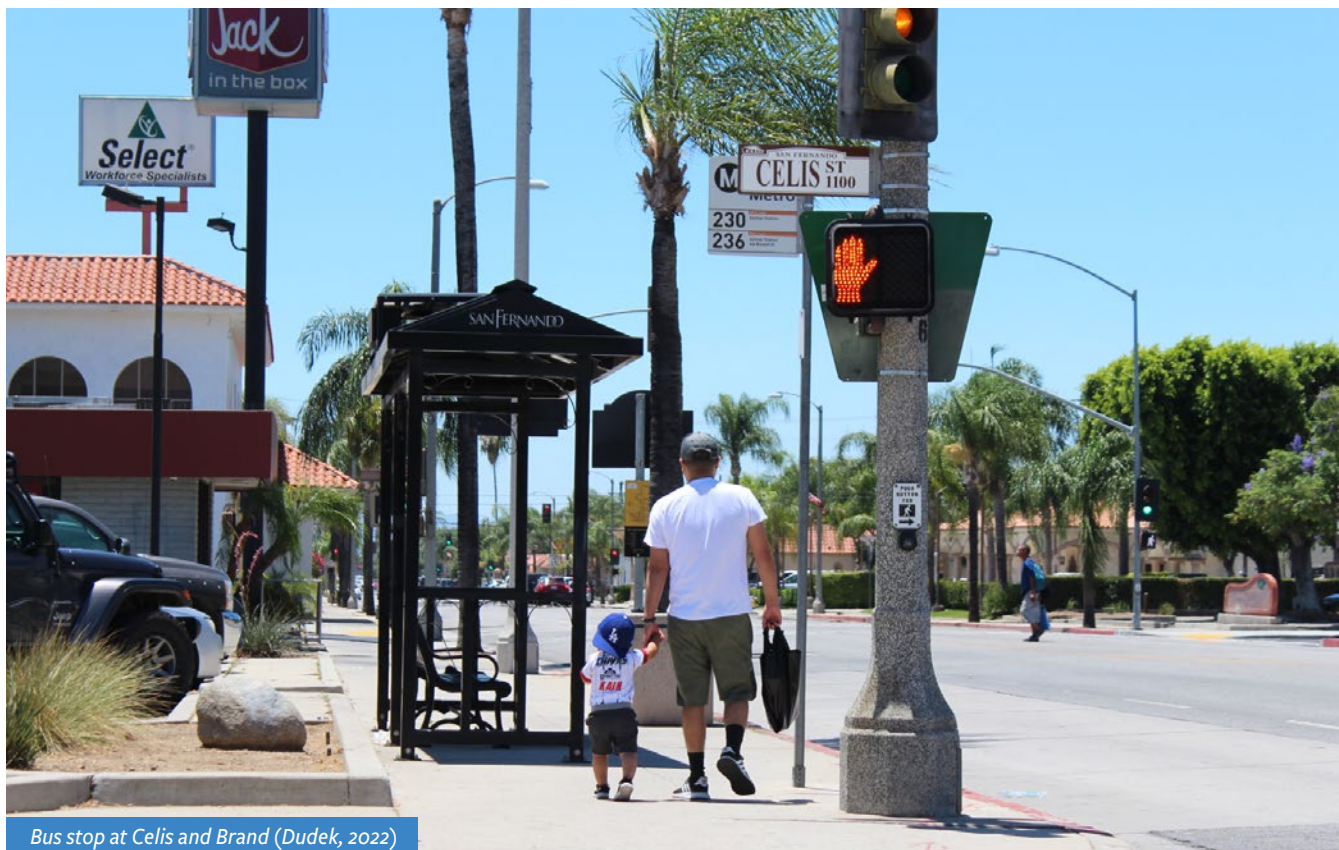
First Street

First Street mirrors similar land use patterns seen along Truman Street across the Metrolink tracks, albeit narrower in width and with heavier industrial uses and activities, like car yards, material assembly and suppliers, and a few vacant lots.



Industrial uses (Dudek, 2022)

Spotlighting **Downtown's Corridors**



Celis Street

Celis Street, named after Eulogio de Celis from which Charles Maclay purchased land in establishing San Fernando, is an auxiliary street within the downtown. For the most part, numerous buildings are disengaged from the street along the three-block stretch of Celis Street east of Brand Boulevard (at one point, nearly 250 feet of blank wall stretches along Celis at Fox). West of Brand Boulevard, Celis Street is host to more parking lots, a few retail buildings, El Paseo de San Fernando, and the backside of the historic JCPenney building until its terminus at El Super's parking lot (an intersection that is sure to improve with Azure's current plans to redevelop Parking Lot No. 3).



RELEVANT PLANS, STUDIES, PROJECTS, AND OTHER EFFORTS AFFECTING DOWNTOWN SAN FERNANDO

Downtown San Fernando has been the subject of much planning recent years. As a starting point, the Dudek team will thoroughly review the City's multiple efforts to improve the downtown so that we can build upon them and avoid duplicative and conflicting recommendations.

- [San Fernando Corridors Specific Plan](#) (SP-5) (Sargent, 2017), including proposed amendments to increase residential densities per the Housing Element Update
- [2021-2029 Housing Element Update](#) (Nov 2021 Draft), including the proposed Mixed-Use Overlay for parcels in the downtown
- [Citywide Parking Management Master Plan](#) (KOA, Aug 2021)
- [San Fernando Safe and Active Streets Implementation Plan](#) (Toole, Dec 2021)
- [Downtown San Fernando Economic Development and Asset Analysis](#) (Kosmont, Mar 2019)
- [Parking Lot No. 3 Redevelopment](#) (Azure, Kosmont, 2019-Ongoing)
- [Vision for Downtown Community Meeting](#) (Kosmont, Sep 2019)
- [East San Fernando Valley Light Rail Transit Project](#) (Metro, Ongoing)

DOWNTOWN SAN FERNANDO, WHAT NEXT?

Given what exists on the ground and what has been studied and planned thus far, what then is the future of Downtown San Fernando? While we do not come with pre-conceived solutions, we do recognize that the long-term success of downtown districts typically rests on established best practices, including the following tenets:

Focus first on the public realm. Urban cores are successful only if their pedestrian environment is perceived to be attractive, safe, and easily navigable. Walkability is the essential ingredient to the success of downtowns everywhere. Therefore, it is imperative to first focus on the public realm and create a pedestrian-friendly environment that is inviting and engaging. Prioritizing investments in the public realm, whether by the public or private sector, ultimately adds value to downtown properties and brings foot traffic to businesses and a sense of comfort to residents.

Learn from precedents. Downtowns (and main streets) are the hearts and centers of cities that all residents can claim as their own. Emerging from a rocky period of disinvestment and depopulation in the 20th century, downtowns have seen a natural return of jobs and residents. Some have been more successful than others in turning themselves around. Although all downtowns are different, there are lessons in their stories (successful and not) that can be applicable to Downtown San Fernando's strategy. One need not look far—efforts in nearby Santa Clarita's Old Town Newhall, for example, may offer valuable insight.

Stay grounded in the realities of the market.

While proposed developments in any plan are conceptual and illustrate community aspirations, they must also be realistic and supported by robust economic analysis. What the market cannot support will



Cesar Chavez Memorial (Dudek, 2022)

never be built, and plans must set realistic expectations of future change. Future growth and investment prospects—especially in the residential market—will need to consider a competitive landscape that includes high-performing areas elsewhere in the City and in nearby jurisdictions. It will also need to account for broader economic trends related to changing consumption patterns for retail, dining, housing, and other lifestyle choices, as well as the nature of work and firm location decisions. These trends, plus the recent disruptions created by COVID-19, have significant implications on the ever-evolving role and function of traditional downtown environments. To strategize the best approach for a better Downtown San Fernando, this effort must be realistic about the most viable opportunities for future growth and investment that can set into motion practical implementation strategies for achieving desired outcomes.

Embrace change, but also enhance the existing.

All interventions in the built environment must be respectful of the existing context, history, and character of a place, especially in a community as historically significant as Downtown San Fernando. Improvements, even large and comprehensive ones, are not intended to replace, but rather to build upon, improve, and enhance the community's assets—both tangible (e.g., buildings) and not (e.g., community culture/spirit).

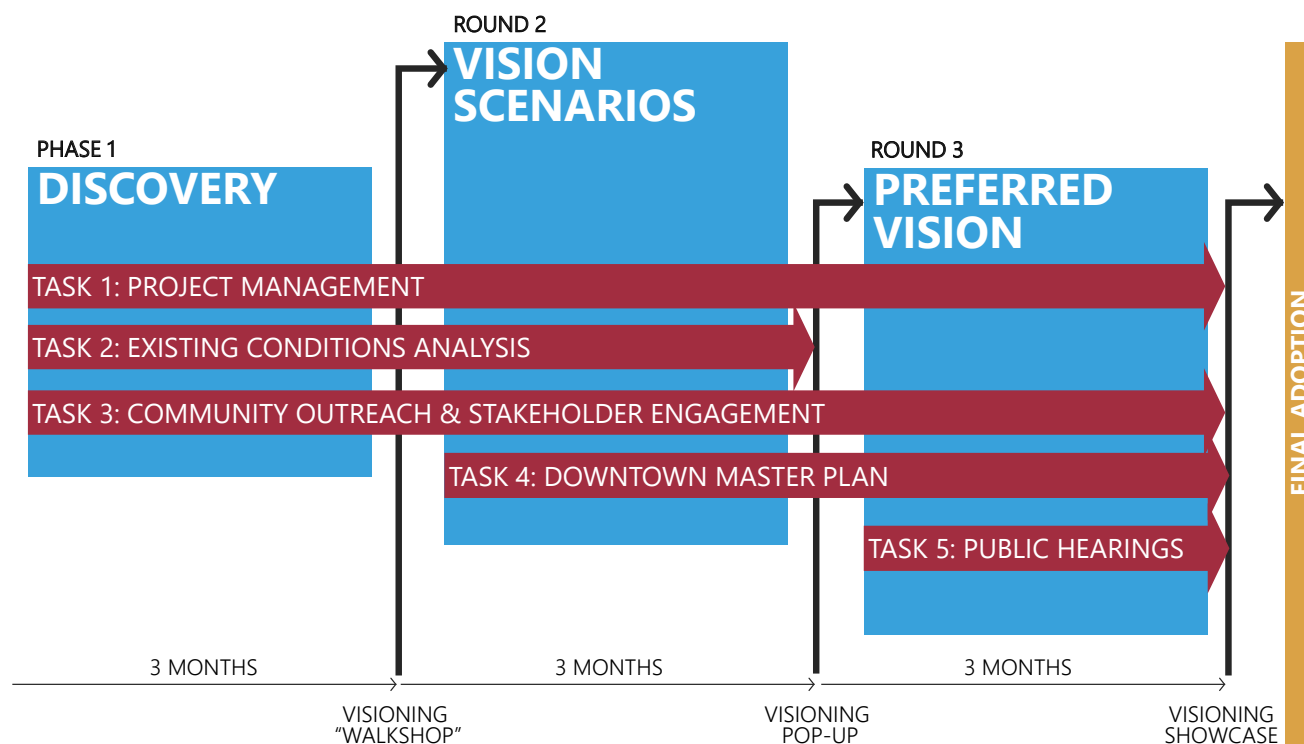
Uplift the community. When all planning is said and done, if lives do not improve, the entire effort will come to naught. Our team strongly believes that those who will directly experience the benefits and potential

impacts of planning are those who should have a central role in telling the City's story and planning for its future. Outreach must be accessible to English- and Spanish-speaking members of the public, including residents and workers, the young and the elderly, business owners, existing and prospective developers, and other key stakeholders, to best identify how Downtown San Fernando will grow and prosper over the coming years.

OUR UNDERSTANDING OF THE PROJECT'S OBJECTIVES AND WORK REQUIREMENTS

Dudek recognizes that the City is eager and ready to embark on the process to transform its downtown into a thriving, vibrant, and economically resilient mixed-use district. While we acknowledge the City's list of high priorities to assess Downtown San Fernando's physical and economic landscape and craft a collective community- and stakeholder-driven vision, we recognize that implementation is equally as important. Although developing a mechanism for implementation, such as an amendment to the existing Specific Plan, will not be part of this effort, our team recognizes the need and opportunity to build on this work and the hard work already completed to date to identify the most effective implementation tools based on the community's aspirations, the City's goals, and the physical, economic, and political context of Downtown San Fernando. On the following pages, we describe our approach for how to execute this project across three rounds of work.

Figure 1. Process Timetable



OUR OVERALL APPROACH ACROSS 3 ROUNDS OF WORK

For this effort, we are proposing a 9-month work plan that is structured into 3 distinct rounds of work, each punctuated by major engagement milestones, as described below and illustrated in Figure 1.

Round 1 – Analysis & Discovery

This first round enables our team to set the project up for success and thoroughly understand what exists in the physical environment and in the expectations of the community. More specifically, this phase will allow us to:

- **Establish a clear, transparent action plan from the onset.** Ambiguity of process can easily undermine the effectiveness of any planning effort. Therefore, it is critical that we begin the project by working closely with City staff to establish a clear work plan and schedule, refine the budget

as necessary, understand the project goals and priorities, and implement an agreed-upon project management approach with City staff. This aligns with our work in Task 1.

- **Embark on the analysis process.** Collecting and analyzing data will allow us to thoroughly understand existing conditions, opportunities, and constraints in the project area across all necessary land use, mobility, environmental, demographic, cultural, economic, and regulatory topics. This round will culminate in a Visioning “Walkshop” where we will ground-truth our findings with the community. This aligns with our work in Task 2.
- **Listen and learn from the community.** In addition to the technical and quantitative component of our analysis, we will also take into account the qualitative information inherent in conversations with the Downtown San Fernando community, including residents, businesses,



San Fernando Rd (LAPL, 1954)

property owners, developers, community-based organizations, employees, visitors, as well as City staff and elected leadership. Key to the conversation will also be stakeholders not currently associated with the downtown today, such as real estate brokers, interested developers, and potential retailers. Here, our goal is to “listen and learn” from the various perspectives stakeholders have to offer, by utilizing our analysis findings as context for conversation and education. This aligns with our work in Task 3.

- **Establish a collective set of guiding principles.**

Our last step in this round will culminate with our work synthesized into a clear set of guiding principles that accurately reflect the community’s aspirations for Downtown San Fernando. As a precursor to the vision, these guiding principles will be ones that the City and community can agree and act up in developing and evaluating the 3 vision framework alternatives created in the following round. This aligns with our work in Task 4.

Round 2 – Vision Alternatives

Building on the work in the previous round, this second round will allow us to develop and test 3 vision framework alternatives for Downtown San Fernando,

focusing on opportunity sites and improvements to the public realm that are consistent with the community’s aspirations and realities of the market. These will be measured and evaluated on how they address and perform against the guiding principles established in the previous round. This round will then culminate in a Visioning Pop-Up where public input and staff direction will lead us to a preferred vision framework for Downtown San Fernando. This aligns with our work in Task 3 and 4.

Round 3 – Preferred Vision

Based on community input and consistency with the established guiding principles, we will select and refine a preferred vision for Downtown San Fernando, inclusive of recommended public realm improvements, parking strategies, and the redevelopment of opportunity sites packaged into the final Downtown Master Plan. Embedded within the plan will be a “Vision Roadmap” that will provide the City a recommendation for potential implementation strategies to act on after this effort is complete. This work will be shared with the community at a “Vision Showcase” before finalizing and packaging the Downtown Master Plan. This aligns with our work in Tasks 3 and 4.

OUR APPROACH TO THOUGHTFUL AND INCLUSIVE ENGAGEMENT

Because of recent and concurrent planning efforts in the City, we recognize the need for an effective approach to engagement that minimizes “outreach fatigue” and maintains excitement and momentum among the community. We strive for innovation and inventiveness when we engage the community. We are not just urban designers and planners, but also engagement specialists with a nuanced understanding of and ability to effectively communicate complex planning concepts. We know that a plan’s success hinges on an effective and inclusive public process because a plan the public does not support has little chance of affecting change.

Dudek’s engagement team understands that community input goes beyond what planners hear at workshops. It comprises personal experience, collective memory, and oral histories. We use tools that draw out rich, hands-on, experiential input from the lived experience of communities for practitioners. Whether in-person or online, our approach emphasizes storytelling, model-building, art-making, neighborhood exploring, immersion, and outdoor discovery.

Sharing our philosophy is **Place It!**, our engagement partner for this effort. Founded by James Rojas, Place It! uses innovative and nationally recognized model-building workshops and on-site interactive models to engage the public in the planning process. Place It!, whose activities empower everyone to think about how they can change their environment (especially in under-served and disinvested communities), will facilitate one visioning workshop for this effort.

In developing a vision for Downtown San Fernando, we will strive to engage active participants (as opposed to audiences) in the planning process. Therefore, our public community engagement effort will achieve the following:

- Empower all to participate – including residents, businesses, property owners, developers, community-based organizations, employees, visitors, as well as City staff and elected leadership.
- Reinforce that the community and stakeholders are included in the decision-making process in a meaningful way, by facilitating confidence, credibility, and transparency in our process.
- Create a safe, fun, and welcoming forum for the community generation of ideas.
- Use innovative, interactive tools, both physical and virtual, to maximize involvement and protect the planning process from outreach fatigue.

Together, our team is constantly innovating and adopting new approaches while applying the latest technology to meet stakeholders where they are. We employ tools and techniques, outlined below, that prioritize tactile and outdoor activities.

Immersive Walk Tours, “Walkshops”

A common criticism of public engagement is that it only engages passive ‘audiences’ at public workshops. The formulaic conduct of traditional public meetings often induces outreach fatigue that ultimately dilutes



Walking Tour, Old Town Newhall Specific Plan



Pop-Up Open House, Old Town Newhall Specific Plan

and muddies the aspirations of stakeholders. Our team strongly believes that community engagement can and should be more transparent and active by “taking it to the streets” and engaging people where they work, play, and naturally gather. Real-life experiences in environments that people care about lead to far more lasting impressions and insight than learning about concepts from a presentation or poster boards. Focusing engagement outdoors also creates opportunities for people to directly compare and contrast the functionality of different types of improvements. Input is more informed and meaningful when people make observations from their own streets, and their imprinted experiences will inform future discussions about community vision and improvements.

Open Houses, Exhibitions, and “Showcases”

Many community members do not attend planning workshops. Their missing voices and input skews planning approaches to address the priorities of those that do attend. To balance input and seek out these missing voices, our team proactively provides forums and avenues that are passive in nature. We find spaces in the community, like parks, schools, and community centers, and host multiple-day exhibitions where community members come at a time of their own choosing, review materials at their own pace, and



Model Play, South Colton Livable Corridor Plan

provide input on their own terms. The net result is that our project team receives fuller and more nuanced input from the community.

Play, Model-Building, and Tactical Urbanism

We are strong advocates of tactile engagement tools. As such, we build physical scale models for all our urban design studies. Intentionally made of rough, non-presentation materials, the models are meant to be interactive objects that the public can touch, feel, and play with. At public events, these models naturally engender discussion and provide a revealing birds-eye perspective of the project. Unlike with typical planning engagement tools (e.g., maps, pictures, surveys), the models encourage the public to move pieces around and reshape the city to their liking. Where space allows, we apply tactical urbanism strategies to showcase short-term installations within the public realm using temporary, low-cost materials to demonstrate potential improvements, from curb extensions to bike lanes. These installations enable the public to see and feel improvements first-hand and compare their functionality with existing conditions. Our immersive, interactive, and hands-on engagement tools create safe and fun spaces for the public to nurture ideas, communicate through storytelling, and collaborate. Above all, they make engaging in the process easy and fun!



Hand Sketches

One of our most effective tools is the traditional hand sketch. Dudek's illustrations are drawn over existing photographs and illustrate transformations in compelling and easy-to-understand terms. Our "after" sketches are meant to be loosely drawn and friendly in appearance to give members of the community confidence that concepts are not set in stone and that their input will help refine the design.

Visually Compelling Graphics

Effectively communicating improvements and interventions in the urban environment lies at the heart of our work. Dudek places a special emphasis on simple, elegant, and visually compelling graphics to communicate complex technical data, information, ideas, and visions in easy-to-understand formats. We understand that distilling and simplifying complexity (and stripping it of planning jargon) is a critical first-step in conducting informed conversations with the public. Our team of urban designers, architects, and graphic designers are adept at using the latest graphic design, Geographic Information System (GIS)-based, and 3D-modeling software to study existing conditions, test alternative scenarios, and bring projects to life. Our computer-generated renderings (in plan, section, and eye-level perspective views) can appear sketch-like or photo-realistic, depending on the audience, message, and purpose. Our graphic designers are also skilled in the arts of photography, video production, motion graphics, as well as website and online media development.

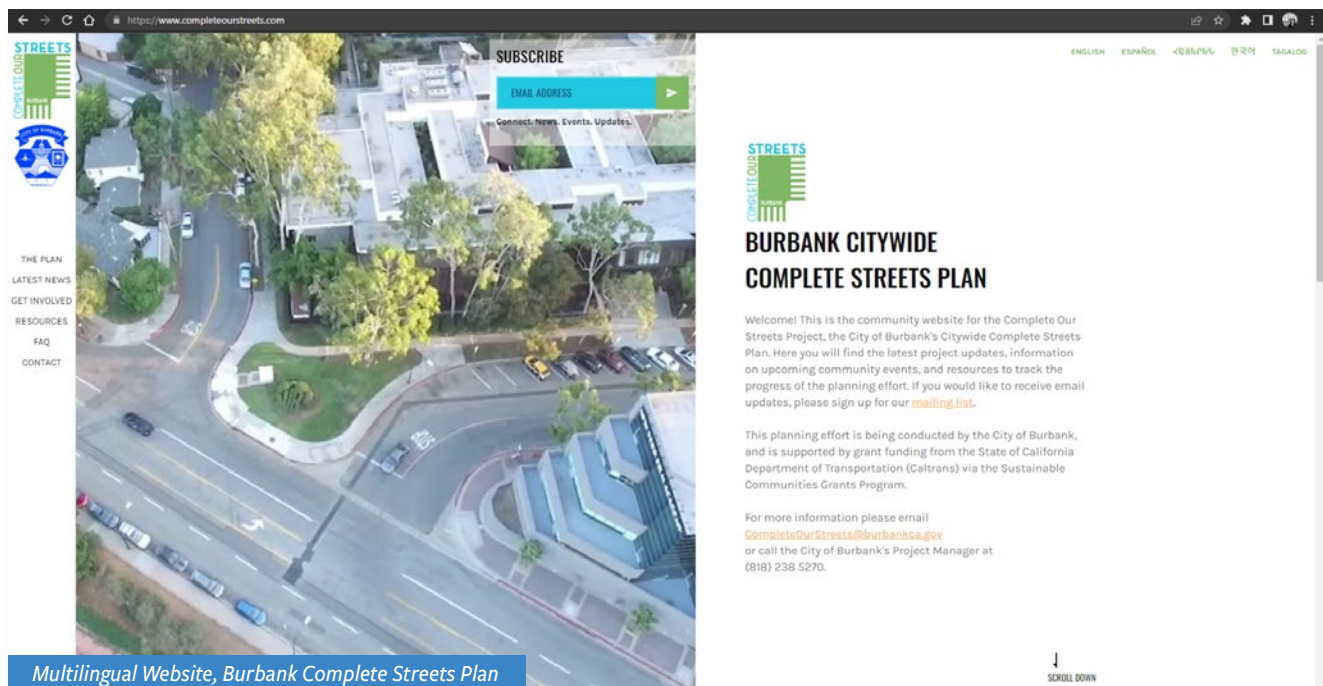
Branding and Identity

Our designers specialize in developing visually compelling and powerful branding and identity collateral for projects and places. Integrating information, identity, and storytelling into a brand, our team employs the creative graphics and multiple media tools to establish visual identities, logo design, brand positioning, storytelling, naming, and digital and print design.

COMPLETEOURSTREETS

your downtownLA





Multilingual Website, Burbank Complete Streets Plan

Websites

Dudek's publication and web developer specialists have extensive experience incorporating documents into an online environment for public review and dissemination. This includes creating Web-based PDF documents and interactive forms, as well as developing Web portals using Microsoft SharePoint for client and public collaboration. Dudek's capabilities also include website design and development, such as:

- Information architecture and site planning;
- Graphic user interface and user experience design;
- Responsive site design for display on mobile and tablet devices;
- Programming in HTML, JavaScript, CSS, PHP, and WordPress, among other scripting languages;
- Image optimization for fast download of graphics.

Our team can also develop customized online content such as maps, videos, and motion graphics, and provide hosting services for client websites and landing pages, as needed. We can produce and publish web-based versions of project deliverables, as needed.

Social Media

Reaching, engaging, and holding the interest of stakeholders is crucial to project success. However, it is often a challenge to reach and retain engagement from diverse groups and younger-aged stakeholders with traditional off-the-shelf engagement tactics, such as newsletters and direct mail. Dudek understands the power of adding social media to traditional public engagement strategies and is equipped to increase the



Social Media Post, Burbank Complete Streets Plan



Walking Tour during COVID-19, Old Town Newhall Specific Plan

reach and results of project engagement. Our team's use of social media presents a unique and effective opportunity to tailor the public engagement process to each of the various stakeholder groups, meeting them where they're most comfortable and likely to engage. Our team has the capability to allow our clients to interact with the public across numerous social media channels including Facebook, Twitter, Instagram, and YouTube. Our team utilizes the native analytics capabilities of these platforms to track engagement across social channels, encouraging an adaptive public engagement approach. This allows engagement specialists to gauge the effectiveness of the engagement process, as well as nimbly adjust in real time to improve stakeholder engagement.

Virtual Meetings and Workshops

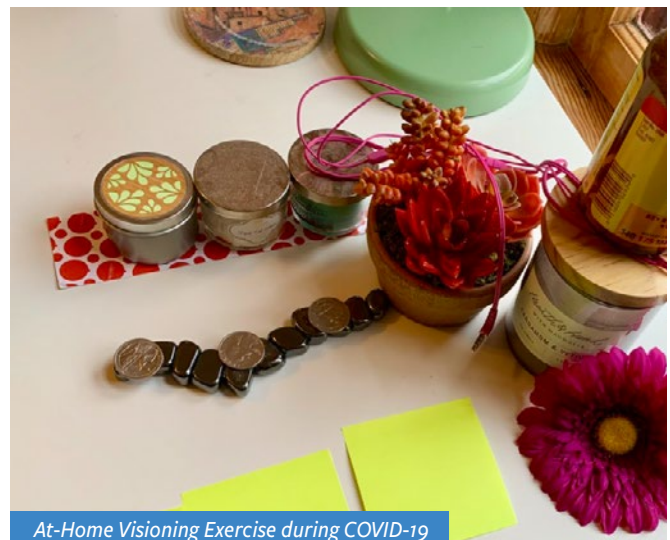
Our team of engagement, IT, and marketing specialists can quickly set up and efficiently manage virtual meetings. We provide pre- and in-meeting support to ensure your message is conveyed clearly and without technical difficulties. Using Zoom technology, we leverage polling, virtual whiteboards, and other engagement tools to increase two-way communication. We are able to customize the webinar to your specifications via the following:

- Pre- and post-meeting attendee communication;

- In-meeting attendee chat and Q&A;
- In-meeting live translation, as well as translation of post-meeting assets and materials; and
- Post-meeting assets, such as video and audio recordings, and text transcript (linked or embedded on your project site).

Outreach Despite COVID-19

Because of shelter-in-place mandates, community engagement has become more important than ever. People are desperate for human interaction, connection, and meaning. As a result, we have adapted many of our engagement methods to a virtual format that continue to allow us to engage, educate, and entertain participants on urban issues from the comfort of their own home. In particular, Place It! has developed a series of virtual activities, from videos, self-guided walking tours, and hands-on virtual workshops that utilize personal, at-home objects to create a community of inquiry. Although online, these activities are sensory-based; similar to "show and tell," format, participants get to showcase their creativity, stories, and personal space from the comfort of their own homes. We have learned that online engagement has broadened, not narrowed, the input we receive, as participants are offered a wider array of methods to connect, either with each other or with us.



At-Home Visioning Exercise during COVID-19

SCOPE OF WORK

TASK 1:

PROJECT MANAGEMENT

Task 1.1: Kickoff Meeting and Downtown Site Walk

Dudek will schedule and conduct an in-person kickoff meeting within two (2) weeks of receiving a notice to proceed. This meeting will be structured as a “partnering session” in two parts. The first half will be devoted to a kickoff meeting and the second to a downtown site walk, and will have multiple purposes, as outlined below:

- Confirm project expectations and goals
- Establish roles and responsibilities and chain of communication protocols
- Discuss the scope of work, deliverables, schedule, and milestones
- Discuss related studies, plans, and other efforts within Downtown San Fernando
- Submit a data request for client-supplied information to inform our existing conditions analysis
- Discuss the engagement strategy and identify key stakeholders for the Advisory Committee
- Explore Downtown San Fernando through the curated lens of City staff
- Discuss preliminary opportunities and challenges within the project area and the existing regulatory context of the City to understand what currently works and what does not
- Begin to identify potential brand differentiators for Downtown San Fernando

Task 1.1 Deliverable:

- Attendance at the kickoff meeting and site walk
- Agenda and meeting notes
- Refinements to the scope of work and/or schedule as needed
- Data request

Task 1.2 Project Management

Dudek will coordinate and establish a regular bi-weekly check-in call. City and Dudek project managers will invite other participants to this call as needed. These periodic check-ins will chart completed tasks and status of ongoing work, reaffirm project milestones and deliverables, and flag any anticipated issues that may impact the schedule or budget. Dudek will host these meetings via Zoom but can also be made available to attend in-person at the City’s offices as needed (consistent with COVID-19 public health guidelines). Dudek will prepare an agenda and meeting notes, including action items, for each meeting and will coordinate with City staff to create and make presentations to the City and/or stakeholders as necessary. Dudek will also prepare a project invoice for review and submission to the City’s project manager on an agreed-upon schedule.

Task 1.2 Deliverable:

- Bi-weekly meeting agendas and notes
- Invoices

TASK 2:**EXISTING CONDITIONS ANALYSIS****Task 2.1: Review of Existing Plans, Documents, and Programs**

Prior to and following the kickoff meeting, the Dudek team will conduct a high-level review of existing data and relevant documents, plans, projects, and programs, including, but not limited to:

- **San Fernando Corridors Specific Plan** (SP-5) (Sargent, 2017), including proposed amendments to increase residential densities per the Housing Element Update
- **2021-2029 Housing Element Update** (Nov 2021 Draft), including the proposed Mixed-Use Overlay for parcels in the downtown
- **Citywide Parking Management Master Plan** (KOA, Aug 2021)
- **San Fernando Safe and Active Streets Implementation Plan** (Toole, Dec 2021)
- **Downtown San Fernando Economic Development and Asset Analysis** (Kosmont, Mar 2019)
- **Parking Lot No. 3 Redevelopment** (Azure, Kosmont, 2019-Ongoing)
- **Vision for Downtown Community Meeting** (Kosmont, Sep 2019)
- **East San Fernando Valley Light Rail Transit Project** (Metro, Ongoing)

We will also research local community-based organizations and programs that affect the project area, including the Downtown San Fernando Mall Association, the San Fernando Outdoor Market, signage and branding efforts, parking programs, and beautification/streetscape efforts, etc. This process will inform our subsequent work and provide valuable context for our market analysis, parking analysis, and our work in developing the vision for Downtown San Fernando.

Task 2.1 Deliverables:

- Summary memo with key insights of relevant existing data, documents, plans, projects, and programs.

Task 2.2: Built Environment and Public Realm Analysis

Informed by our site walk and to establish a planning baseline, Dudek will compile data, photographs, and field observations to document the character of Downtown San Fernando's built environment and public realm. We will diagram patterns such as building uses and activities, building and façade typologies, historic properties, pedestrian access and circulation, destinations, gateways, street activation levels, points of visual and programmatic interest, public realm infrastructure, and more. At the conclusion of this analysis, we will summarize key findings and outline a set of guiding principles to suggest possible opportunities or approaches in addressing issues that may prevent Downtown San Fernando from thriving as a dynamic, pedestrian-oriented district.

Task 2.2 Deliverables:

- Built Environment and Public Realm Analysis summary, illustrated via maps, diagrams, photographs, and/or text, along with key findings and guiding principles



Public Parking in Downtown San Fernando (Dudek, 2022)

Task 2.3: Parking Analysis

To better understand future parking demand within the project area, our team's parking lead, Walker, will review the previous parking study conducted and resulting Parking Management Plan, including a review of parking data, the methodology used, and stakeholder input, followed by discussions with City staff to understand the context of the previous study and how it may support the current effort. However, given variations and aberrations in parking behavior due to the COVID-19 pandemic, behavior Walker has researched extensively, Walker will conduct an updated parking data collection effort including:

- An update as necessary to the parking inventory within the Study Area;
- Parking demand counts to determine overall and concentrated areas of high- and potentially low-parking demand within the Study Area;
- Vehicle length of stay and turnover counts in high demand locations;
- A review of available, historic, and current monthly parking meter revenue data in order to calibrate current parking demand with pre-pandemic levels.

Walker will analyze the data collected and reviewed. Combined with parking demand projections for up to two future land use program scenarios and transit ridership projections provided by the City or LA Metro, Walker will recommend parking and policies to

address current conditions and accommodate future growth, development, goals, and vision for the Master Plan. Walker will make recommendations, highlighting potential parking revenue and expense impacts to the City budget; however, actual parking revenue and cost projections are not included in this task.

Task 2.3 Deliverables:

- Parking Analysis Report

Task 2.4 Market Analysis

Our team's economics lead, HR&A, will perform a market analysis to evaluate market opportunities; trends in recent development, the competitive landscape, and the pipeline of planned development; pricing; vacancy; and absorption and deliveries. The analysis will focus on retail uses but will evaluate the viability of alternative land uses for adaptive reuse and infill development. HR&A will evaluate businesses, services, and amenities that may be in high demand but are lacking, or that may present opportunities for growth and entrepreneurship. In addition, HR&A will identify locations in the downtown where there are indicators that existing businesses are at risk of failure, closure, or relocation.

Task 2.4 Deliverables:

- Market Analysis Report

TASK 3:**COMMUNITY AND STAKEHOLDER ENGAGEMENT****Task 3.1: Engagement Plan**

Dudek, in collaboration with the City, will develop an Outreach and Engagement Plan that will establish a comprehensive, equitable, inclusive, and meaningful strategy for engaging the community and key stakeholders. The plan will address the following:

- **Outline of engagement goals and objectives,** and consideration of how input received from each engagement event will inform the project.
- **Key stakeholders.** Dudek will work with City staff to identify target audiences and key stakeholders, as well as members of the Advisory Committee, such as community-based organization leaders, City staff and leaders, business and property owners, major employers, developers, or investors.
- **Event format, methods, and tools.** Dudek will provide a description of the format of each engagement event (such as workshops, walking tours, open houses, pop-ups, charrettes, stakeholder interviews, focused discussions among Advisory Committee, webinars) and strategy for the methods and tools to maximize input (surveys, flyers, models, website, social media, etc.). For all events and materials, Dudek will provide on-site Spanish speakers and translation of materials.
- **Timeline.** Dudek will provide a timeline of overall events and campaigns to ensure that they occur in a timely manner and maintain a level of momentum and enthusiasm to curb outreach fatigue.
- **Marketing.** Dudek will prepare event noticing, whether by mail, email blast, printed flyer, website post, or social media post and coordinate with the

City for dissemination. Although not included in this Scope of Work, Dudek is also able to prepare content for banners, sidewalk or vacant storefront window decals, or other temporary art installations as opportunities to market the project. We have found this “on-the-ground” tactic to be extremely successful in raising awareness and interest on projects.

- **Webpage, social media, and online survey.** Dudek will prepare content for a project webpage and social media via the City’s existing platforms to maintain an online presence and provide up-to-date information on the project, events, and resources. Dudek will create an online survey campaign early in the visioning process to solicit initial community input. We are also able to maintain a Mail Chimp campaign for sign-up lists/event RSVPs via the project webpage.
- **Description of roles and responsibilities** among the Dudek team and City staff at each of the engagement events and during the life of the project.

The Outreach and Engagement Plan is intended to serve as a flexible document to provide guidance during the engagement process, allowing for redirection or variations where needed.

Task 3.1 Deliverables:

- Outreach and Engagement Plan



Vacant Retail in Downtown San Fernando (Dudek, 2022)

Task 3.2: Project Branding

Dudek will establish a project brand and consistent graphic identity for all project and engagement collateral. This effort will include a review of any current branding and marketing efforts across Downtown San Fernando to ensure compatibility in terms of voice and messaging. Drawing on the unique character and history of Downtown San Fernando, the brand will consist of a project logo, color palette, typefaces, and messaging for digital as well as print media for all public facing materials, such as event noticing, presentation boards, flyers, webpage, presentations, email blasts, press releases, social media, and the final plan.

Task 3.3 Deliverables:

- Project brand style guide

Task 3.3: Webpage, Community Survey, and Social Media

Once a project brand is set, Dudek will create graphic and written content for a project webpage on the City's website as to "go-to hub" for project information, upcoming engagement events, and any deliverables or work products determined by the City as suitable for online dissemination. As an alternative, Dudek's in-house publication and web developer specialists are capable of developing and hosting a stand-alone project website for this effort.

During the first round of engagement, Dudek will develop and host an online community survey. The survey will serve as a tool to solicit initial community feedback and input, such as participant demographic information, perceived issues and opportunities within Downtown San Fernando, personal attitudes and preferences of what Downtown San Fernando should offer, and project goals/objectives. The survey will be marketed (via a weblink and QR code) on the project webpage, social media, and other printed engagement materials, and feedback from the survey will be incorporated into the development of the vision for Downtown San Fernando.

In addition, Dudek will develop content for an ongoing social media campaign via the City's existing social media platforms, including Facebook, Twitter, and Instagram. We understand the power of adding social media to traditional public engagement strategies and are equipped to use this tool as a means to increase the reach of our engagement. For each engagement event, we will use social media as one of many tools for event noticing. Outside of engagement events, we can use social media to strategically post information as a way to maintain a level of momentum and enthusiasm.

Task 3.3 Deliverables:

- Content/questions for project webpage, online survey, and social media posts
- Online hosting capabilities
- Summary of results

Task 3.4: Advisory Committee Meetings

The Dudek team will work with City staff to create an Advisory Committee with members who represent a range of development interests in Downtown San Fernando or who are particularly vocal or active, including property owners, business owners, real estate brokers, developers (e.g., Aszkenazy Development), and community-based organizations (e.g., Downtown San Fernando Mall Association), etc. The purpose of meeting with the Advisory Committee is to provide invaluable input and feedback to the Dudek team throughout the project. The Advisory Committee will serve as a resource to share, review, and discuss key issues and opportunities, review findings, and confirm project recommendations prior to sharing with the general public. In addition, the Advisory Committee can help to spread the word across their respective outlets to further encourage participation in the engagement process. We propose meeting with the Advisory Committee once during each of the three proposed rounds of engagement:

- **Round 1—Discovery.** This first meeting will allow us to listen and learn from the Advisory Committee. This meeting will provide the Dudek team with, for example, an understanding of the reasons why existing tenants choose to locate in Downtown San Fernando or about specific challenges that retailers and landlords may be currently experiencing. This meeting will include a facilitated discussion on the

Advisory Committee's aspirations for Downtown San Fernando, wish-lists for improvements, growth, and change, and ideal outcomes of the project, and enable us to establish an initial set of goals.

- **Round 2—Visioning.** The second meeting will allow us to share our preliminary work in developing vision framework alternatives, inclusive of our studies of the opportunity sites and potential public realm improvements. This will enable our team to gather their focused feedback to refine the concepts prior to sharing with the general public. In doing so, this meeting will also help foster shared ownership of a cohesive vision for Downtown San Fernando.
- **Round 3—Preferred Vision.** The third meeting will allow us to share our work in developing a preferred vision framework and recommendations for improvements and potential implementation tools as part of the draft Downtown Master Plan. This meeting will be critical in obtaining the Advisory Committee's feedback before finalizing the Downtown Master Plan.

Task 3.4 Deliverables:

- Facilitation of up to three (3) meetings with the Advisory Committee led by the Dudek team, with meeting materials, agendas, and summary notes, as needed.



San Fernando Mall (Dudek, 2022)

Task 3.5: Visioning “Walkshop”

During the first round of engagement, Dudek will facilitate a curated, in-person walking tour/audit, or “walkshop” in Downtown San Fernando. The walkshop will enable us to ground-truth our initial impressions and analysis of the project area and have one-on-one discussions with community members in an immersive, experiential, and interactive manner as we point out and discuss issues and opportunities in real time. The route for the walkshop will be curated to include key points of interests and destinations within the project area and the ability to pause for conversation and reflection. The route map, along with prompting questions, will also be made available for those who are unable to participate in-person and/or wish to do a self-guided walking tour instead. To facilitate discussions, we will provide on-site Spanish speakers and translation of materials.

Task 3.5 Deliverables:

- Facilitation of an in-person walking tour.
- Dudek will provide the route map, prompting questions, topics of conversation, event noticing, and engagement summary. We will coordinate with City staff on event location logistics.

Task 3.6: Visioning Pop-Up

During the second round of engagement, Dudek and Place It! will facilitate an in-person visioning model-building workshop, ideally coinciding with an existing outdoor community event, such as the San Fernando Outdoor Market. The pop-up will allow the public to provide feedback on our preliminary vision framework alternatives and then model their own ideal Downtown San Fernando by using a collection of model-building toys and objects (provided by Place It!). By employing a “show and tell” format, participants will be able to explore their lived experiences, memories, and aspirations for Downtown San Fernando through story telling and creative thinking. This immersive and interactive activity will help engage community members in discussion about what they want to see in Downtown San Fernando and allow us the

feedback to refine the vision framework alternatives and set of goals. To facilitate discussions, we will provide on-site Spanish speakers and translation of materials.

Task 3.6 Deliverables:

- Facilitation of an in-person visioning pop-up, model-building workshop that coincides with an existing outdoor community event (such as the San Fernando Outdoor Market).
- Dudek and Place It! will provide model-building materials, presentation boards, topics of conversation, event noticing, and engagement summary. We will coordinate with City staff on event location logistics.

Task 3.7: Visioning “Showcase”

During the third round of engagement, Dudek will facilitate an in-person Visioning “Showcase” meeting. The showcase will allow the public to provide feedback on the preferred vision for Downtown San Fernando, inclusive of recommended improvements and potential implementation tools. Formatted in an open-house exhibition setting, the Showcase can be held for a one-time event or, to maximize visibility and input, stay open to the public over the course of multiple days. The Showcase can be held indoors within a vacant storefront along San Fernando Road or Maclay Avenue or other City-owned space, or in an outdoor-setting, such as the San Fernando Paseo along San Fernando Road. Depending on the location, there are opportunities to further enhance the Showcase with added programming, such as food, art, and music to create a lively and festive experience and atmosphere and serve as an example of the kind of experience the City would like to showcase.

Task 3.7 Deliverables:

- Facilitation of an in-person open-house “showcase.”
- Dudek will provide presentation boards, event noticing, and engagement summary. We will coordinate with City staff on event location logistics.

TASK 4:**DOWNTOWN MASTER PLAN****Task 4.1 Vision Framework Alternatives**

Based on City staff, Advisory Committee, and community input, Dudek will develop a compelling and realistic vision for the future of Downtown San Fernando. We propose developing up to three (3) vision framework alternatives for the project area defined by distinctive “big ideas” and from which a preferred vision will be refined and detailed for inclusion in the Downtown Master Plan. Driven by the agreed-upon guiding principles, each vision framework alternative will explore high-level conceptual variations in the growth, change, and extent of new development and improvements in Downtown San Fernando. The vision framework alternatives will be illustrated as conceptual plan diagrams and be paired with sketches and/or precedent imagery and a vision statement with a clear set of supporting goals. The vision framework alternatives will also feature the potential redevelopment of the opportunity sites as areas of focus to stimulate economic development.

Task 4.1 Deliverables:

- Up to three (3) vision framework alternatives for the project area, supported by diagrams, sketches, precedent imagery, a vision statement, and a clear set of supporting goals.
- One (1) final refined preferred vision concept for inclusion in the Downtown Master Plan.

Task 4.2 Opportunity Sites Studies

Concurrently with the development of the vision framework alternatives, Dudek and HR&A, in collaboration with City staff, will identify and study up to two (2) opportunity sites for potential future development. Informed by our findings from our analysis, the selection of opportunity sites will be determined by characteristics

such as vacancy, underutilization, potential for immediate redevelopment given land ownership or lease, location, lot size, and synergy potential. For example, the City’s 13 public parking lots offer a good starting point for consideration. Cognizant of the constraints potentially inherent in the regulatory context set forth by the existing Specific Plan (such as height and intensity maximums, setbacks, and parking provisions), Dudek will test the physical feasibility of new development on site and study variations in use mix, unit mix, building typology, parking, and public realm improvements.

HR&A will then prepare preliminary estimates of the residual land value on each of the scenarios. We will estimate the relative financial feasibility of each scenario using general estimates of completed project value, total development costs, and an allowance for developer profit. As part of an iterative process, preliminary financial feasibility results may suggest making revisions to the scenarios to improve their financial performance.

These studies will help to inform the development of the vision framework alternatives for Downtown San Fernando by reflecting potential market demand and an opportunity to stimulate activity within the project area. They also serve as opportunity to be marketed to prospective developers and investors as potential catalyst projects.

Task 4.2 Deliverables:

- Physical and financial feasibility studies for up to two (2) opportunity sites, supported by plan drawings, diagrams, sketches, precedent imagery, descriptive text, as well as a financial feasibility breakdown in a presentation format.



San Fernando Road (LAPL, 1954)

Task 4.3: Public Realm Concepts

Concurrently with the development of the vision framework alternatives, Dudek will develop recommendations for improvements within the public realm to support a thriving, vibrant, and attractive mixed-use district. This may include conceptual strategies for the streetscape design, publicly accessible open spaces (such as plazas, paseos, alleyways, and parks), multi-modal mobility facilities (such as sidewalks, crosswalks, bikeways, transit stations, and micro-mobility opportunities), signage and wayfinding, lighting, street furniture, landscaping, public art, curbside management, and the general “ground floor” character of the project area to support the vision framework alternatives.

Task 4.3 Deliverables:

- Conceptual strategies for recommended public realm improvements consistent with the vision framework alternatives and preferred vision for the project area, supported by diagrams, sketches, and precedent imagery.

Task 4.4: Downtown Master Plan

Dudek will assemble the work from all previous tasks into a draft and final version of the Downtown Master Plan. The plan will provide background context on the visioning process, including analysis, community engagement, and the development of vision framework alternatives. The plan will showcase the preferred vision and associated recommended improvements within the public realm, parking strategies, and the redevelopment of opportunity sites.

Included in the plan will be a “Vision Roadmap” that will provide the City a high-level recommendation for potential implementation strategies to act on after this effort is complete. A critical component of the Vision Roadmap will be recommendations for how best to update the existing Specific Plan, the primary regulatory mechanism for growth and change within the downtown. To help the City plan its next steps, the Vision Roadmap may address potential implementation tools across topics, such as:

- Updates to existing policies and regulatory documents, such as the Specific Plan;
- Urban design, the public realm, and placemaking;
- Redevelopment of opportunity sites; and
- Retention and preservation of legacy commercial tenants and businesses.

The Downtown Master Plan will be written and presented in a clear, concise, and accessible manner that can be understood equally by technical experts and the general public. Through the use of imagery, bold graphics, and color, the plan will be visually compelling, and inspirational, and can serve as a marketing tool that the City can use to promote new ideas and explore partnerships with prospective developers, property owners, investors, and other organizations and partners.

Task 4.4 Deliverables:

- Draft and final versions of the Downtown Master Plan, inclusive of a “Vision Roadmap.”

TASK 5:

PUBLIC HEARINGS

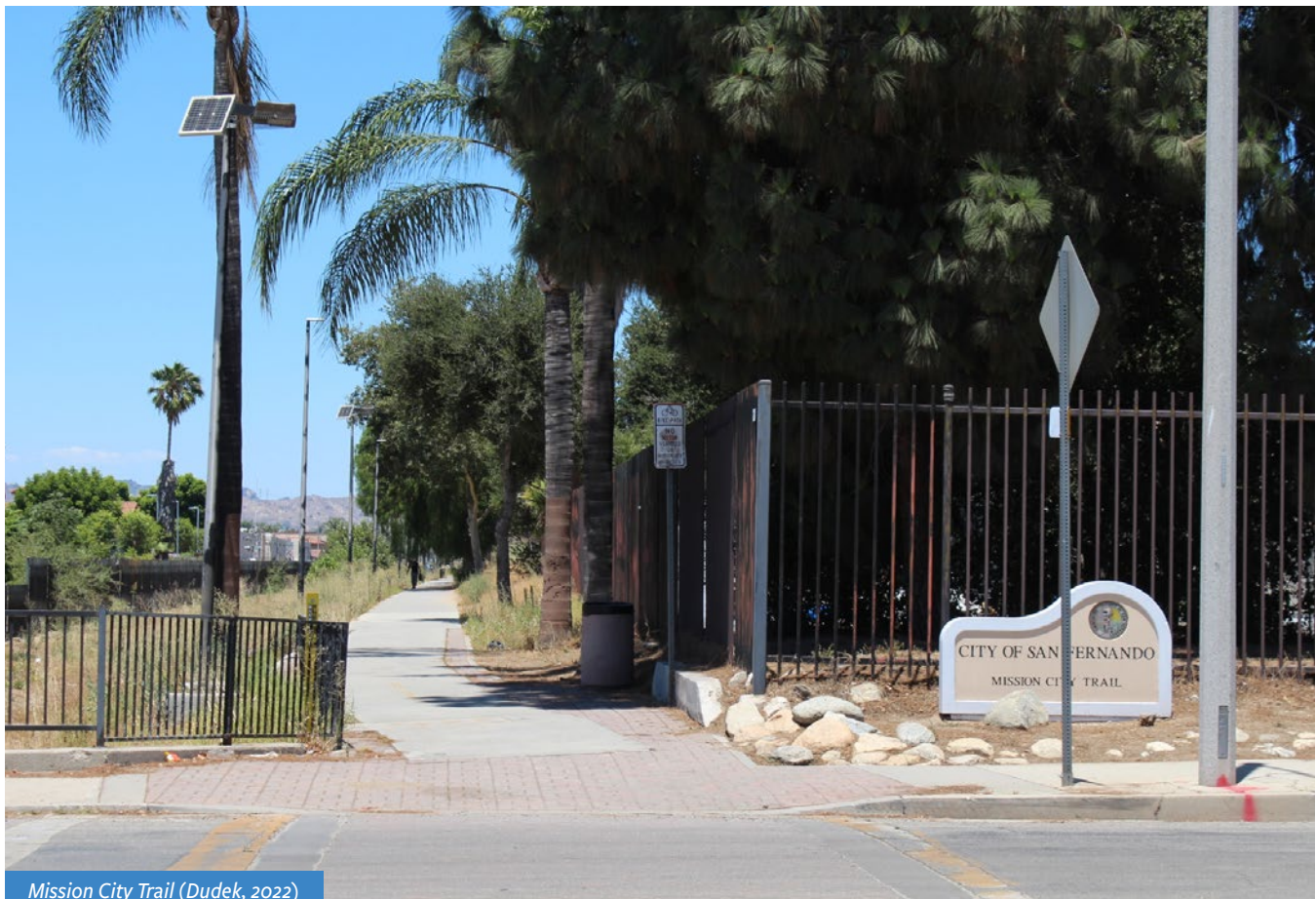
Dudek will assist in presenting the Downtown Master Plan to the Planning and Preservation Committee and City Council for public hearing and approval/adoption. For this task, we are assuming that Dudek will present at a total of two (2) public hearings, for which we will prepare the presentation materials and assist in preparing the applicable staff report.

Task 5 Deliverables

- Participation at two (2) public hearings
- Dudek will provide the presentation and assist in preparing the applicable staff report for each hearing



San Fernando City Hall (Dudek, 2022)



Mission City Trail (Dudek, 2022)

4 RELATED EXPERIENCE

DUDEK EXPERIENCE

The Dudek team and its key staff members have extensive experience providing urban design and planning services, economic and market analyses, and public engagement

and facilitation services to clients for development, infill, and revitalization projects throughout the western United States. The following pages detail our related experience.

Old Town Newhall Specific Plan and EIR Addendum

Client: City of Santa Clarita

Role: Dudek was the Prime Consultant for Planning, Urban Design, and EIR Services

Total Number of People on Project: 5

Engagement Duration: 2021–2022

Contract Value: \$219,754

Dudek prepared an update to the Old Town Newhall Specific Plan originally adopted in 2005. Centered around Main Street, Old Town Newhall is the historic core of the City of Santa Clarita and over the years has become a vibrant, pedestrian-friendly shopping, dining, and entertainment district. Since its adoption, the Plan succeeded in revitalizing Old Town Newhall, but some aspects of the Plan had not worked as intended. As a result, the City hired Dudek to update the Plan so that it could provide clearer regulations in addressing Old Town Newhall's changing needs. The targeted plan update tested new development types, simplified the existing form-based code, and extended the usability and legibility of the regulatory document for the ongoing revitalization of Old Town Newhall over the next 20 years. The effort was funded via California's SB 2 grant program.



As part of the Specific Plan, Dudek also prepared an Addendum to the City's 2005 Program Environmental Impact Report (PEIR). The CEQA Addendum utilized the previously certified environmental documents, including an initial study and PEIR, to analyze a revised buildout scenario of residential and non-residential development because of the proposed consolidation of zoning districts within the plan area. Given the time between the original certification and revisions to this plan, the CEQA Addendum prepared an initial study checklist to demonstrate no new significant impacts would occur.



South Colton Livable Corridor Plan

Client: SCAG and City of Colton

Role: Dudek was the Prime Consultant for Planning and Urban Design services and Place It! provided visioning services.

Total Number of People on Project: 4

Engagement Duration: 2019

Contract Value: \$159,954

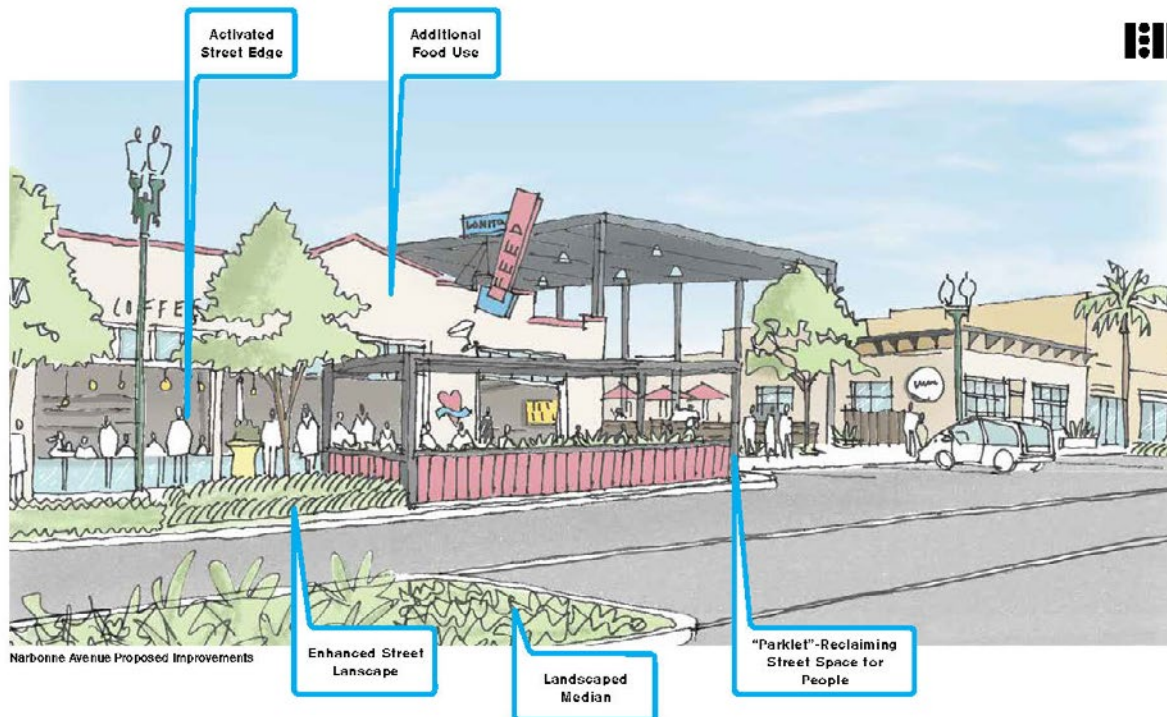
Dudek provided urban design, land use planning, market analysis, and community engagement services in support of the South Colton Livable Corridor Plan. South Colton is a proud Latino neighborhood and mixed residential—industrial neighborhood adjacent to downtown Colton but separated by a rail corridor. Long disinvested, yet resilient, residents with few resources have used a do-it-yourself approach to neighborhood design combined with their imagination and resourcefulness to alter landscapes in ways that are intimate in scale and personal in nature—e.g., cacti planted in a parkway, a makeshift street

basketball hoop, a hand-painted sandwich board, among other interventions. The South Colton Livable Corridor Plan strengthens these grassroots tactical urbanist approaches and provides policies and guidelines as a regulatory framework for formalizing complete streets, creating amenities, inviting mixed-activity investment, and new housing. A critical goal of the project (led by James Rojas of Place It!) was to proactively engage traditionally underserved groups, such as women, the elderly, youth, immigrants, and Black and Brown communities. Outreach activities began with door-to-door flyer distribution in advance of events which involved storytelling, model-building, neighborhood-walking, and art-making at grocery stores, schools, parks, and other neighborhood places.



AWARD WINNING PLAN

2020 American Planning Association,
Los Angeles Chapter
Award of Merit in Urban Design



Downtown Lomita Vision

Client: City of Lomita

Role: Shannon Heffernan completed this project while at a previous firm.

Total Number of People on Project: 3

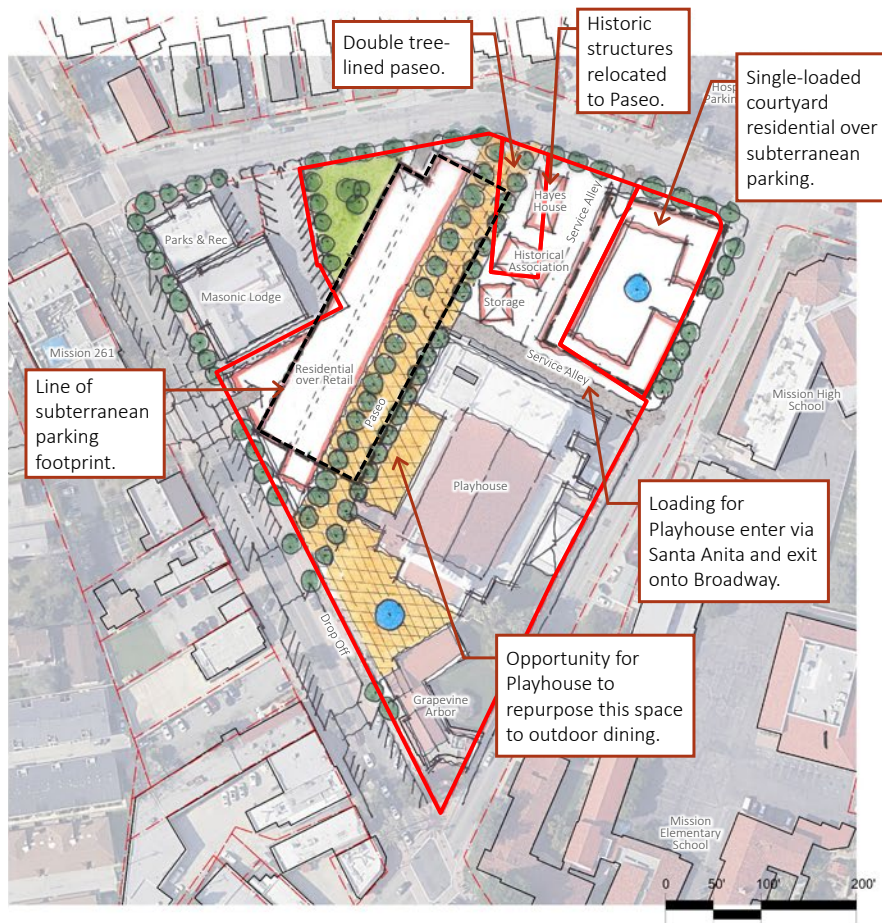
Engagement Duration: 2017–2018

Contract Value: \$40,000

Downtown Lomita will be characterized by a mix of community-serving businesses, active sidewalks, and beautiful landscaped spaces that reinforce the appeal of this unique South Bay area. While at a previous firm, Dudek Principal Planner Shannon Heffernan worked with the City of Lomita to develop a Vision Plan for the Downtown Lomita, and retail analysis and downtown strategy to create a vibrant hub and destination for the City, and a place that will be treasured by residents, customers and businesses alike. Working with the City of Lomita, the team prepared a comprehensive review of the existing regulatory, physical and economic conditions including a detailed market study as a first step in our planning process. The economic and market analysis included an economic and community demographic profile with associated retail trends and leakage

analysis to provide recommendations to the City Council on commercial business targeting and strategy to support Downtown revitalization. Preferred land uses and retail typologies were identified including retail types and mixed-use development (housing over retail), design improvements with a focus on the public realm, and provided recommendations to the City's Zoning code, including density, design and entitlements to spur development, and enhance and add to the appeal of Downtown Lomita as a destination. The Vision Plan also included a menu of public realm and placemaking interventions including parklets, street furniture, murals, landscaping, plazas, and lighting.

The team also provided case studies and best practices from successful downtown and Main Street revitalization projects with a focus on governance and programming, and identified a pipeline of short-term, midterm and ongoing implementation actions that could bring the Vision Plan to life. Several of these initiatives are currently underway, including the transformation of a vacant lot within Downtown Lomita into a community plaza, and updated design guidelines to guide the development in the downtown.



San Gabriel Mission District Economic Opportunities Analysis

Client: City of San Gabriel

Role: Catherine Tang Saez completed this project while at a previous firm

Total Number of People on Project: 4

Engagement Duration: 2019

Contract Value: \$75,000

While at a previous firm, Catherine Tang Saez worked with the City of San Gabriel in studying the Mission District—the City's civic, cultural, and historic hub centered around Mission Drive and the San Gabriel Mission. The purpose of the study was to identify and

evaluate the economic and physical feasibility of new commercial development opportunities and public realm improvements to provide insight for City leaders, policy makers, and private sector developers on the continued evolution of the Mission District as a thriving destination for the community and the region. Catherine was part of a team of economists and urban designers that provided the City with a set of high-level recommendations and implementation strategies across the topics of zoning, parking, signage and wayfinding, outdoor dining, asset management, programming, marketing, branding and identity, retail tenanting, and City-owned property.



After

Fresno HSR Station Area Master Plan and Implementation Strategy

Client: City of Fresno

Role: Catherine Tang Saez completed this project while at a previous firm

Total Number of People on Project: 7

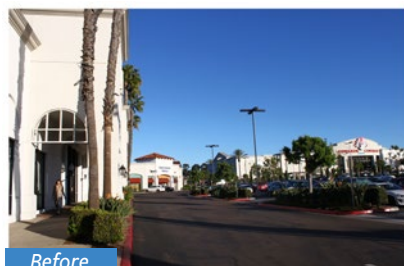
Engagement Duration: 2015-2018

Contract Value: \$990,000

Catherine Tang Saez served as urban designer for the high-speed rail (HSR) Station Area Master Plan in the heart of Downtown Fresno. The master plan, which looked at 200-acres of land within the 5-minute walkshed of the new HSR station, was a joint effort between the City of Fresno and the California High-Speed Rail Authority to provide an implementable

vision for downtown revitalization that capitalizes on the significant public interest and investment from the new HSR line. Ms. Saez coordinated a multi-disciplinary team of planners, designers, economists, transportation engineers, and community outreach specialists to develop a set of recommendations and implementation strategies for the station area, of which were eventually incorporated into the Fulton Corridor Specific Plan adopted by the City in 2016. The plan leveraged existing assets and partners to reconnect streets and vistas, introduce new parks, allow for new housing and mobility options, and unlock the development potential of underutilized sites, further fueling the resurgence of Downtown Fresno.

4 / Related Experience



Before



After

Mira Mesa Community Plan Update and Program EIR

Client: City of San Diego

Role: Dudek is the Prime Consultant for Planning, Urban Design, and EIR Services

Total Number of People on Project: 7

Engagement Duration: 2020–Ongoing

Contract Value: \$685,000

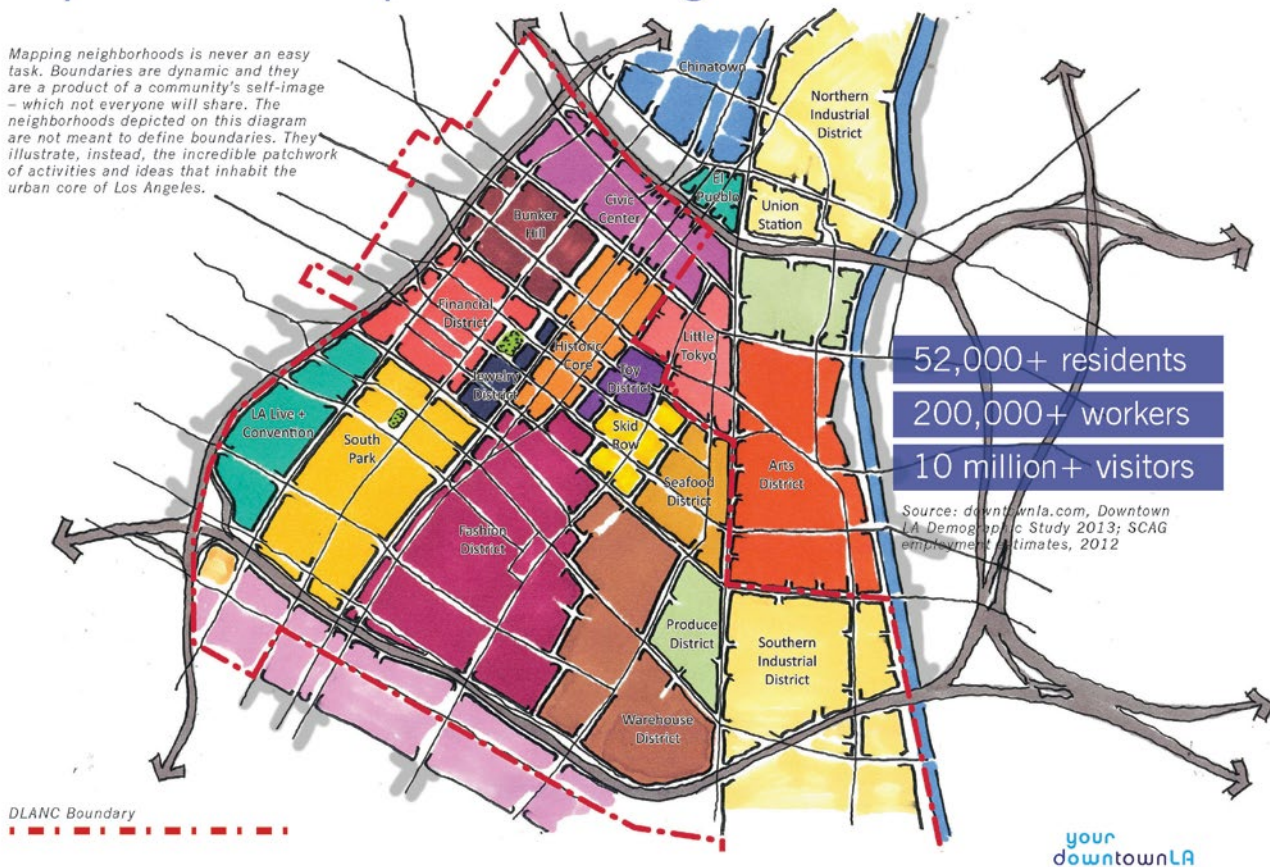
Through an on-call contract with the City of San Diego's Planning Department, Dudek is working with the City of San Diego to update the Community Plan for Mira Mesa. At 10,500 acres, 75,000 residents, and 85,000 jobs, Mira Mesa is the largest and most populous of San Diego's 50 community plan areas. Dudek conducted urban design studies to help envision the repositioning of industrial business parks and retail strip malls as new mixed-use, transit-adjacent Urban Villages. The studies test and illustrate new approaches to land use and mobility and have assisted in educating and informing Mira Mesa Community Planning Group (CPG) and the public how

good urban design can be used to improve the quality of the public realm. Dudek is also preparing overall goals and policies for the Plan, as well as supplemental development regulations (SDRs) for eight targeted Urban Villages as part of the City's Community Plan Implementation Overlay Zone (CPIOZ).

Dudek is also preparing the EIR and supporting technical studies for this community plan update. The Program EIR addresses all issue areas covered in Appendix G of CEQA, with support technical analysis for air quality, biological resources, cultural resources (including archaeological sensitivity and historic context of the built environment), geology, hazards, hydrology, transportation, water supply, and infrastructure. The Program EIR assessed potential impacts at a high, programmatic level of analysis and is structured with the intent to allow future development consistent with the Community Plan Update to tier from the EIR as appropriate.

A patchwork quilt of neighborhoods.

Mapping neighborhoods is never an easy task. Boundaries are dynamic and they are a product of a community's self-image – which not everyone will share. The neighborhoods depicted on this diagram are not meant to define boundaries. They illustrate, instead, the incredible patchwork of activities and ideas that inhabit the urban core of Los Angeles.



Vision Downtown Los Angeles

Client: SCAG and Downtown Los Angeles Neighborhood Council (DLANC)

Role: Gaurav Srivastava and Catherine Tang Saez completed this project while at a previous firm.

Total Number of People on Project: 2

Engagement Duration: 2013–2015

Contract Value: \$156,000

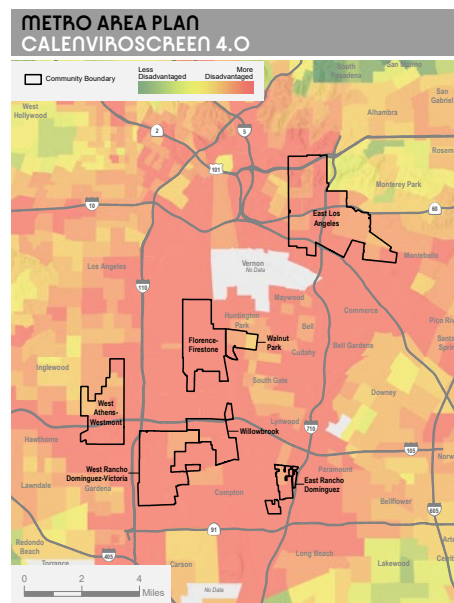
While at a previous firm, Catherine Tang Saez and Gaurav Srivastava developed a vision plan for the Downtown Los Angeles Neighborhood Council, the first neighborhood council in Los Angeles that sought to craft its own vision for the future. Part vision plan and part manifesto, the Vision Downtown Plan placed a special emphasis on addressing downtown Los Angeles' public realm and multimodal corridors and made specific recommendations to transform downtown streets into

complete streets, acknowledging their hierarchy of use and activity. The Vision Downtown Plan also addressed opportunities to take advantage of the significant regional rail infrastructure in the area. Recommendations ranged from expanding downtown Los Angeles' proposed streetcar beyond Broadway into transit-poor districts, activating the alley network, introducing shared streets in the most pedestrian-heavy areas of the Fashion District, and expanding protected bicycle lanes throughout downtown. Recommendations of the Vision Downtown Plan formed the basis of mobility and public improvements being developed in the ongoing Downtown Community Plan updates by the City of Los Angeles.



AWARD WINNING PLAN

2017 American Planning Association, Los Angeles Chapter, Award of Excellence in Neighborhood Planning



Los Angeles Metro Area Plan and Program EIR

Client: County of Los Angeles

Role: Dudek is the Prime Consultant for Planning, Urban Design, and EIR Services

Total Number of People on Project: 14

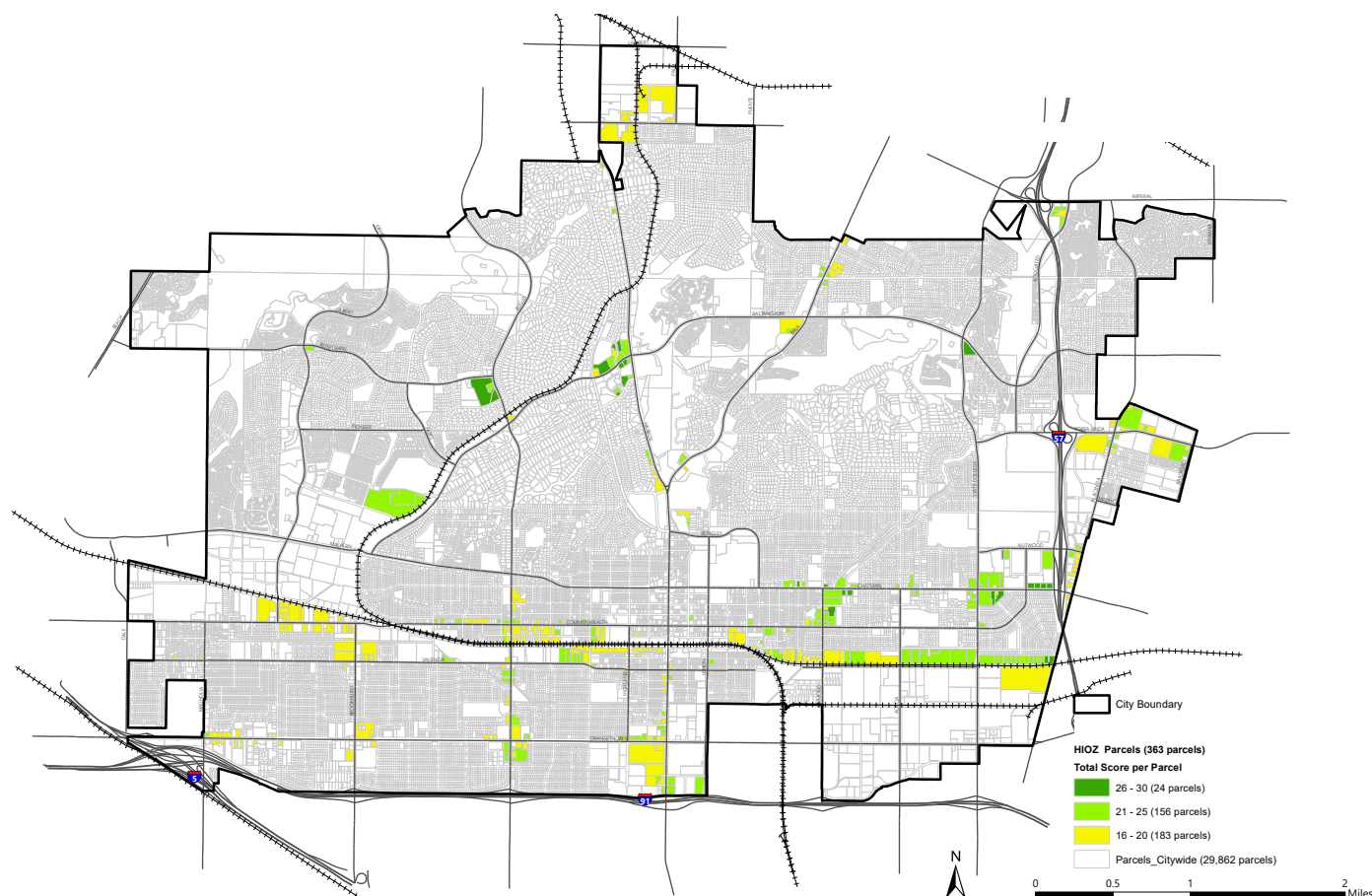
Engagement Duration: 2021—Ongoing

Contract Value: \$1.38 million

Dudek is currently preparing the Los Angeles County Metro Area Plan (LAMAP), a comprehensive planning effort for seven community planning areas within the urbanized core of the County of Los Angeles, including the unincorporated communities of East Los Angeles, East Rancho Dominguez-Victoria, Florence-Firestone, Walnut Park, West Athens-Westmont, and West Rancho Dominguez. The project includes a comprehensive community plan for these areas to serve as the overarching policy document that guides land use and development, paired with an associated Program EIR. To inform the development of policies and programs, the Dudek team conducted a series of background analyses, including existing conditions analysis, community profiles and atlas, market and

real estate study, mobility and parking study, a gentrification and displacement study, an historic and cultural resources survey, and redevelopment and preservation recommendations. The components of this comprehensive plan will include a policy document with implementation programs for addressing land use, public and open space, civic spaces, recreation, mobility, economic development, environmental justice, and climate adaptation and resiliency. In addition to the policies and programs developed through the LAMAP, the plan will result in land use maps, zoning maps, and a buildout methodology.

Dudek is also preparing the associated Program EIR, which presents analysis of the environmental setting, regulatory framework, and potential impacts related to future development that is expected to occur through the buildout of the Metro Area Plan by 2035. The environmental evaluation includes an analysis of the indirect impacts associated with the proposed land use and policy changes, as well as a cumulative analysis. The analysis also includes a level of impact after the implementation of programmatic mitigation measures.



Fullerton Housing Incentive Overlay Zone and EIR

Client: City of Fullerton

Role: Dudek is the Prime Consultant for Planning, Urban Design, and EIR Services

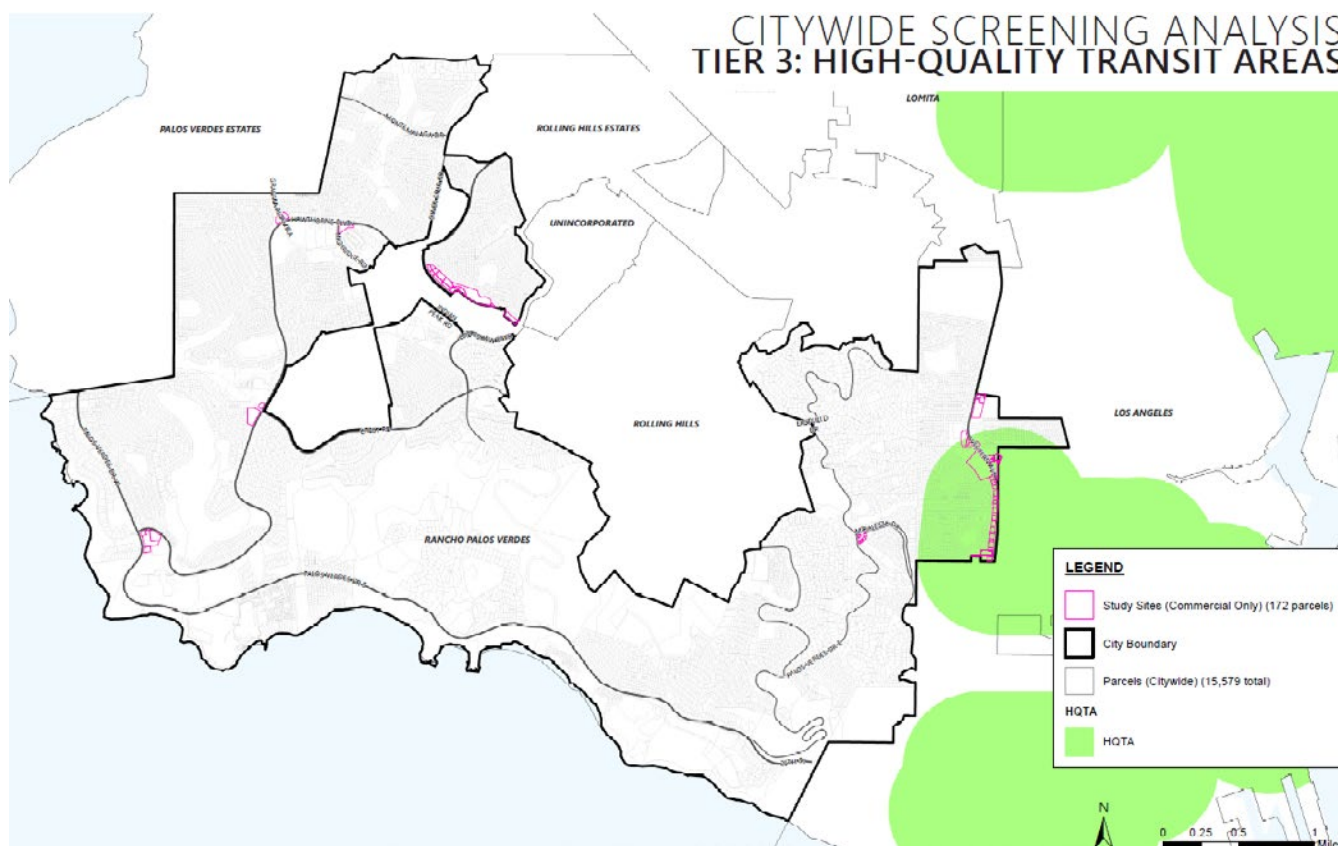
Total Number of People on Project: 5

Engagement Duration: 2020–Ongoing

Contract Value: \$455,760

To address housing affordability and scarcity, the City of Fullerton is utilizing California's SB 2 grant funds to streamline housing production in the City. Dudek is currently developing a Housing Incentive Overlay Zone (HIOZ) for select parcels with underlying commercial and industrial zoning designations. The HIOZ is one of multiple programs identified in the City's Housing Element update and is meant to incentivize the

development of more housing, especially affordable housing, by expanding its allowability and reducing regulatory burdens. Dudek is testing the physical and financial feasibility of housing on these parcels and is updating the City's existing multifamily and mixed-use development standards for both citywide and HIOZ use. The overlay zone will rely on a hybridized approach to development standards by incorporating the easy-to-understand format of Euclidian zoning and layering in the design aspirations of a form-based code. Integral to this project is a capacity-building effort that aims to educate and inform a group of Fullerton stakeholders, the "Housing Champions," of the economic and regulatory landscape of housing policy. In addition, Dudek is preparing the EIR and supporting technical studies for the overlay zone



Rancho Palos Verdes Mixed Use Overlay Zone and EIR

Client: City of Rancho Palos Verdes

Role: Dudek is the Prime Consultant for Planning, Urban Design, and EIR Services

Total Number of People on Project: 5

Engagement Duration: 2022–Ongoing

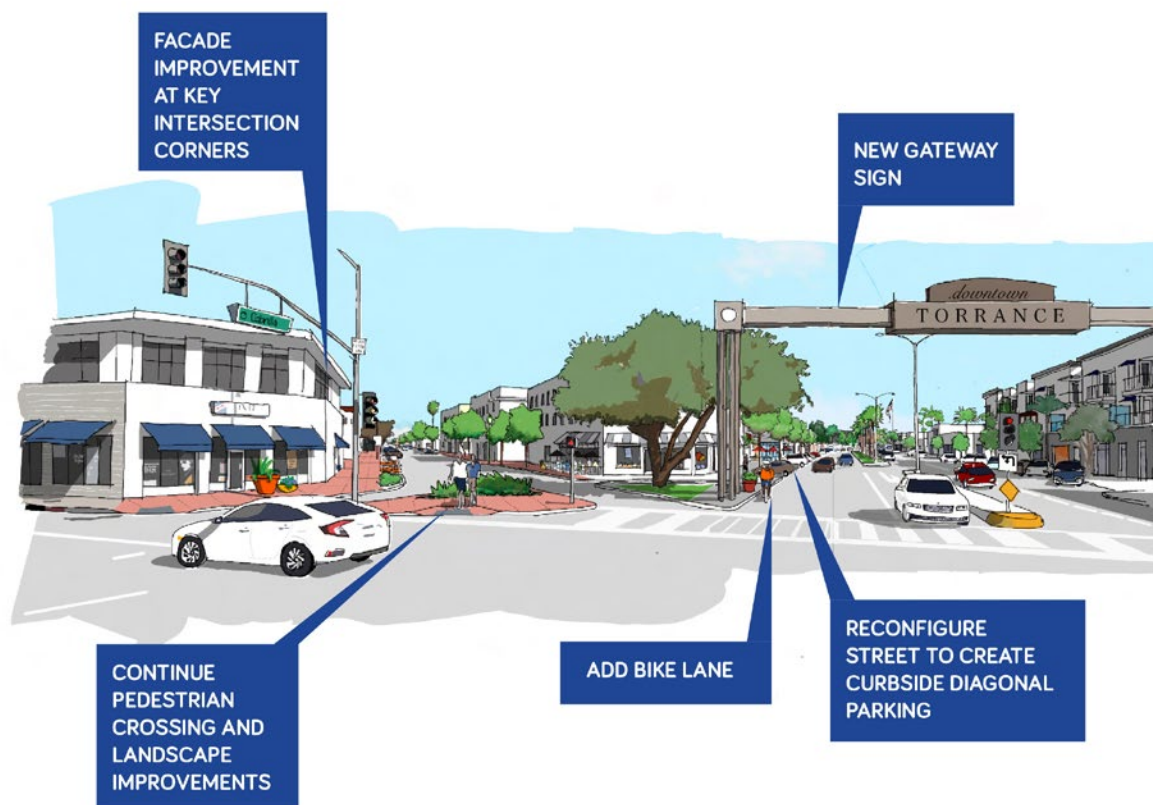
Contract Value: \$309,990

Dudek is currently assisting the City of Rancho Palos Verdes in developing a Mixed-Use Overlay Zone for select parcels along Western Avenue and Silver Spur Road—the City’s two primary commercial corridors. An identified program of the City’s Housing Element update, the overlay zone will enable the City to accommodate its RHNA requirement for the 2021-2029 cycle while providing current and future residents access to a diverse array of housing options. Dudek is testing the physical feasibility of a variety of mixed-use building typologies while taking into account unique sightline and

topographical constraints specific to the peninsula. The project provides new objective development standards for the overlay zone, as well as an update to the Western Avenue Specific Plan and an amendment to the General Plan. In addition, Dudek is preparing the environmental impact report (EIR) and supporting technical studies for the overlay zone.



HR&A EXPERIENCE



Downtown Torrance Revitalization Plan

Client: City of Torrance

Role: Shannon Heffernan completed this project while at a previous firm. HR&A provided market analysis, case studies, business focus groups, development strategy, financial analysis, and an implementation plan

Total Number of People on Project: 6

Engagement Duration: 2020–2021

Contract Value: \$450,000

On behalf of the City of Torrance, California (the “City”), HR&A led a multidisciplinary team comprised of Studio 111 and General Technologies and Solutions (GTS), to create a revitalization plan for the City’s historic downtown and surrounding corridors. The plan, informed through empirical evidence and an iterative stakeholder-driven visioning

process, offers recommendations that can successfully transform Downtown Torrance into a vibrant center of the City, including market positioning and branding, tenant mix (new and infill), governance, parking management, and other amenities. Strategies also look to enhance multi-modal connections to its surrounding markets, creating a sense of arrival, and explore larger infill opportunities within the market area that can create a critical mass of resident and employment density to support Downtown. A diagnostic and existing conditions analyses served as the foundation for visioning and goal setting with City Staff and key stakeholder groups. HR&A then refined these aspirations through policy analysis, financial feasibility analysis and case studies to create a realistic market-based implementation framework, offering the City a roadmap to advance a collective revitalization vision.



South Valley Market Analysis

Client: City of Los Angeles

Role: HR&A provided market analysis and financial feasibility analysis

Total Number of People on Project: 4

Engagement Duration: 2022 (ongoing)

Contract Value: \$205,000

On behalf of the Los Angeles Department of City Planning ("LADCP"), HR&A, with support from John Kaliski Architects, is currently leading a market study and financial feasibility analysis to support a planning effort to update the six Community Plans across the

South San Fernando Valley. HR&A will develop an overview of socioeconomic and demographic conditions, describe business and industry trends, and conduct a market analysis for housing and industrial land uses, in parallel with preliminary zoning analysis supported by subcontractor John Kaliski Architects. HR&A will then develop an assessment of strengths, opportunities, weaknesses and threats to identify the key opportunities and barriers for future growth. The second phase of the analysis will focus on developing value capture strategies that inform and quantify the tradeoffs among different types of public benefits which could be provided in exchange for additional development rights.



North Lake Commercial Corridor Assessment and Site Opportunity

Client: City of Pasadena

Role: HR&A provided a market scan, financial feasibility analysis or prototypes, and policy recommendations

Total Number of People on Project: 4

Engagement Duration: 2016–2017

Contract Value: \$50,000

For the City of Pasadena, HR&A identified and tested opportunities for infill redevelopment along the North Lake Avenue corridor, one of the City's seven retail corridors. HR&A assessed existing conditions for retail, office and multifamily development along the corridor, in particular contrast to the nearby Old Pasadena shopping

district, which has historically outperformed other retail corridors in the City. In addition to synthesizing market context and opportunities, HR&A provided a focused assessment of redevelopment options for prototypical opportunity sites, to test the feasibility of development that could achieve identified community and City development objectives. This assessment included a residual land value analysis to determine the financial feasibility of development prototypes in consideration of the corridor's relatively restrictive zoning and land use policies. HR&A subsequently outlined planning and policy recommendations for addressing zoning and market challenges to new development in the study area, while maximizing public benefits.



Creating an Ideal Anaheim Corridor

Client: Habitat for Humanity

Role: Place It! provided visioning workshop services.

Total Number of People on Project: 2

Engagement Duration: 2021

Contract Value: \$13,200

In 2021, Place It! was hired by Habitat for Humanity of Greater Long Beach to engage the residents of the Washington Neighborhood in hands-on and sensory based exercises and activities so that they could become their own urban planners and designers ready to constructively engage with the upcoming Anaheim Corridor Zoning Improvement Project. The project has also been a unique opportunity to translate the core strengths of the Place It! methods into an COVID-19-safe online format. Place It! has led the residents in Zoom-based, model-building exercises in which they have redesigned actual spaces within the neighborhood; had them participate in a virtual walking tour in which they took videos of themselves in their favorite places within the neighborhood and tell them why; and led virtual workshops on how to advocate for change through the planning process. The project will culminate in the residents bringing their own creative, personalized ideas for their neighborhood to the Anaheim Corridor Zoning Improvement Project process to help create new zoning for the corridor that effectively reflects their lives, needs, and aspirations.





Artesia A (Blue) Line Station Visioning

Client: City of Compton

Role: Place It! provided visioning workshop services.

Total Number of People on Project: 2

Engagement Duration: 2018

Contract Value: \$2,000

In 2018, Place It!, in collaboration with Skidmore, Owings & Merrill and the City of Compton, led a Vision Workshop for the reimagining of the Artesia Station along the A (Blue) Line Station. One of the oldest light rail stations in the Los Angeles Metro system, the Artesia Station had been built during the era of single-use planning: the project area is essentially an isolated park-and-ride facility. In addition, locked gates, grade separations, freeways, tracks, wide streets, and extensive truck

traffic from the ports make the station difficult to access for pedestrians and bikers. The design challenge was not simply to enhance the function of the place as a transportation hub but also to help weave in Compton's narrative of memory, identity, and aspiration through its physical, visual, and spatial landscape. The Vision Workshop brought approximately 35 residents, stakeholders, and business owners together, including African American, Latinos, long-time and new residents, people of all ages, and an equal number of men and women. Place It! led the group through a series of interactive, model-based visioning exercises to generate meaningful and inclusive ideas about how the station area could be rethought and improved to meet the diverse needs of a changing community and City of Compton.

WALKER CONSULTANTS EXPERIENCE



City of San Luis Obispo Parking Organizational and Quantitative Needs Assessment

Client: City of San Luis Obispo

Role: Walker performed an organizational assessment of the Parking Services Division

Total Number of People on Project: 5

Engagement Duration: 2014 -2015

Contract Value: \$158,000

The City of San Luis Obispo selected Walker to perform an organizational assessment of the Parking Services Division to address current and future challenges and opportunities faced by the Division and the City. Challenges included a demanding combination parking operations and management responsibilities, future development considerations, proactively planning and funding for a Palm/Nipomo Parking Structure, and increasing requests for residential parking permit districts and their enforcement. For this reason, Walker also performed a parking study to quantify future demands on the parking system to understand the feasibility of a new parking structure. In addition, the City sought to understand whether there were adequate financial resources to support a desired future parking organization. Walker met with multiple stakeholders, including parking enforcement officers, representatives of the Chamber of Commerce and its businesses, staff from California Polytechnic State University and staff from throughout the

city. Walker's analysis and report identified a well-managed and fiscally responsible parking division and provided recommendations focused on:

- Organizational enhancement and staffing, particularly in light of the planning and stakeholder requirements of the Parking Division
- Parking operational improvements, including those related to technology, level of service, and financial sustainability
- Parking finances and the fiscal sustainability of Parking Services
- Performance measurement tracking
- A quantitative methodology and assessment of a parking structure that was used to move forward with a consolidation of parking spaces, downtown development, and additions to the parking supply in downtown

Following the success of the project, the City engaged Walker in 2022 for its multimodal Access and Parking Management Plan update.



City of Santa Monica Downtown Parking Financial Plan, Citywide Rate Study, and Civic Center Parking Management and Mobility Plan

Client: City of Santa Monica

Role: Walker performed a study to identify sources of revenue for parking facilities

Total Number of People on Project: 6

Engagement Duration: 2009, 2011, 2018

Contract Value: \$106,000

The City of Santa Monica selected Walker to identify sources of revenue for the purpose of funding additional parking facilities needed to meet the perceived demand for parking in the downtown area. The purpose of the study was also to improve the public's access to downtown Santa Monica by increasing the efficiency and utilization of existing parking spaces and other transportation options that are available serving the downtown area. Walker recommended that construction of the City-proposed 1,000 additional parking spaces was unnecessary and that more desirable alternatives should be pursued, including an improved management plan

for the existing parking and transportation resources. The team suggested that the City channel resources into cost-effective and sustainable use of existing parking spaces, public transit, and non-motorized modes of transportation such as bicycling and walking. Significant outcomes included:

- Savings of \$57,000,000 in parking construction costs, not including land and garage operating costs
- Scarce land and resources in downtown Santa Monica were made available for destinations instead of vehicle storage
- The acceptance of stakeholders and elected officials not to build additional parking facilities, but instead put resources into transportation alternatives
- Use of the parking study as a vehicle to pursue City quality of life and environmental objectives beyond parking

5

KEY PERSONNEL

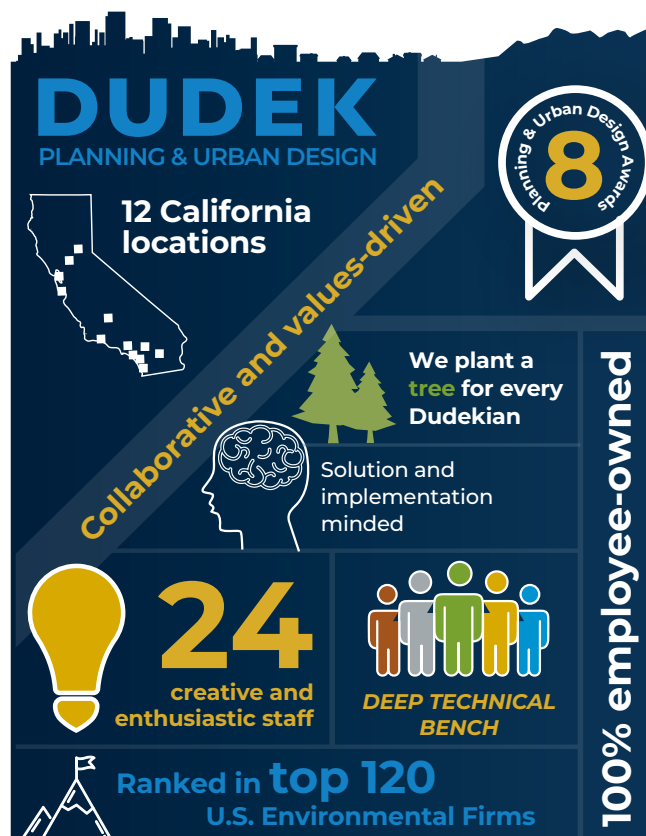
DUDEK

Founded in 1980, Dudek is a California Corporation with 12 California offices, including one in Pasadena. We are staffed by more than 700 planners, urban designers, geographic information system (GIS) experts, CEQA practitioners, environmental specialists, civil engineers, contractors, and support staff. We assist developers, non-profits, and agency clients on a broad range of projects that improve our clients' communities, infrastructure, and natural environment. From planning, design, and permitting through construction, we move projects through the complexities of regulatory compliance, budgetary and schedule constraints, and conflicting stakeholder interests.

Dudek will serve as Prime Consultant and be contractually responsible for overall management, quality, and delivery of final products. From a technical standpoint, Dudek will lead urban design, planning, and community and stakeholder engagement, and will be supported by our subconsultant partners for economics, parking, and visioning. A description of our services and areas of expertise, as well as key personnel and support staff, is provided on subsequent pages of this section.

**QUALIFIED, COMMITTED,
AND AVAILABLE STAFF**

The Dudek team, inclusive of each of our subconsultant partners, has the availability and capacity to provide the required services to the City. The Dudek team has been assembled to provide the City with the appropriate skills, experience, and services that an effort of this significance requires. The entire Dudek team is located in Southern California, with most team members located within a short drive of the City. All work for this contract will be led out of Dudek's Pasadena office.



Catherine Tang Saez, AICP will serve as the Project Manager and primary point of contact, in addition to leading the planning technical work. She is committed and empowered to provide responsive, efficient, and high-quality services to the City. Ms. Saez believes that successful technical practitioners make successful project managers given their nuanced understanding of the work required of projects. She has nearly 15 years' experience coordinating multidisciplinary teams and understands that a clear line of communication and highly organized project team is instrumental in keeping projects on schedule and within budget. Ms. Saez will be supported by **Gaurav Srivastava, AICP** as Principal In Charge.

Figure 3 illustrates the makeup and organization of the overall Dudek team, detailing key roles and responsibilities of our Dudek staff and subconsultant partners.

PLANNING AND URBAN DESIGN SERVICES

Our Planning and Urban Design Studio is a boutique service at Dudek, and we focus on creating vibrant, sustainable, and equitable communities. We provide a personalized approach to each project and challenge, combined with the breadth and depth of capabilities characteristic of the larger Dudek firm to meet your needs. We consider our size to be a tremendous asset to our clients since it allows us to provide superior levels of customer service. As an employee-owned firm, we are empowered to be nimble problem solvers, innovative thinkers, and collaborators to tackle some of the most pressing issues being faced by our cities, regions, and State. We are proud of our low employee turnover; our staff's long tenure means the project manager you see at the bidding stage will be with you at project completion.

Dudek's Planning & Urban Design team has extensive experience preparing neighborhood visions, master plans, Specific Plans, and other comprehensive plans for municipalities in Southern California. We believe that great cities derive their success from the synergy of thoughtful urban design, first-rate infrastructure, and excellent mobility. Dudek planners and designers provide urban planning and urban design services that help public- and private-sector clients create compelling places. We strive to establish enduring relationships between people and their environment and develop a sense of belonging, while respecting cultural, environmental, and economic constraints.

Our team of City planners, policy planners, and urban designers work collaboratively with clients on plans both large and small. By quickly leveraging our comprehensive in-house technical expertise, we can balance and prioritize urban design, land use, infrastructure, sustainability, and transportation objectives to address short- and long-term planning challenges. At every scale, we emphasize the importance of rigorous analysis in successful problem solving, and we demonstrate that accurately defining the problem is the crucial foundation to solving it. Our plans are realistic, bold, and stand the test of time.

Figure 3. Overall Dudek Team Organization Chart





Dudek Staff

Our high-quality work products—from plans to engagement campaigns—are inviting, engaging, and user-friendly. Having authored dozens of award-winning, transformative, and innovative plans, we take pride in tailoring our work to the unique issues and challenges facing a community. By emphasizing technically sound analysis, a community-driven process, and action-oriented solutions, we craft visions and plans to support and fulfill a community's sustainable, long-range vision.

STAKEHOLDER AND COMMUNITY OUTREACH & ENGAGEMENT SERVICES

Dudek's Outreach team understands that community input goes beyond what planners hear at workshops. It comprises personal experience, collective memory, and oral histories. At Dudek, we use tools that draw out rich, hands-on, experiential input for practitioners to learn the complex strands of local urbanism from the lives and experiences of the community. Whether in-person or online, our approach emphasizes storytelling, model building, neighborhood exploring,

and art making in situ at farmers markets, laundromats, churches, schools, parks, and/or other familiar places. By breaking down content into common and relatable terms, we can engage active participants (as opposed to audiences) in the planning process, because a plan that the public does not support has little chance of effecting change.

Our Outreach team works closely with Dudek's graphic designers and web builders to develop project branding, social media content, and online platforms for interactive digital engagement. Our team is constantly innovating and adopting new approaches while applying the latest technology to meet stakeholders where they are. We also understand that plans without broad-based community support are unlikely to succeed. Consequently, we carefully tailor work products and community engagement efforts to be inviting, engaging, and user-friendly for the communities they serve.

■ OUR SUBCONSULTANT PARTNERS

Dudek has partnered with four subconsultants, each well-regarded and accomplished in their respective disciplines, while also bringing local, relevant experience.

HR&A ADVISORS—ECONOMICS

HR&A Advisors, Inc. (HR&A) is an industry-leading economic development and real estate advisory firm with over four decades of experience developing visionary solutions to revitalize downtowns, neighborhoods, and districts into economically-robust, community-strengthening assets. Their work turns vision into action through rigorous analysis, strategy development, and implementation planning to attract private and public investment, grow economies, and make communities more just, resilient, equitable, and joyous. From Southern California to Brooklyn, and London to Medellín, they have guided hundreds of clients in transforming real estate and economic development concepts, and public infrastructure, first into actionable plans then into job-producing, community-strengthening assets. They have served a range of clients—real estate owners and investors, cultural institutions, community development organizations and governments—since 1976.

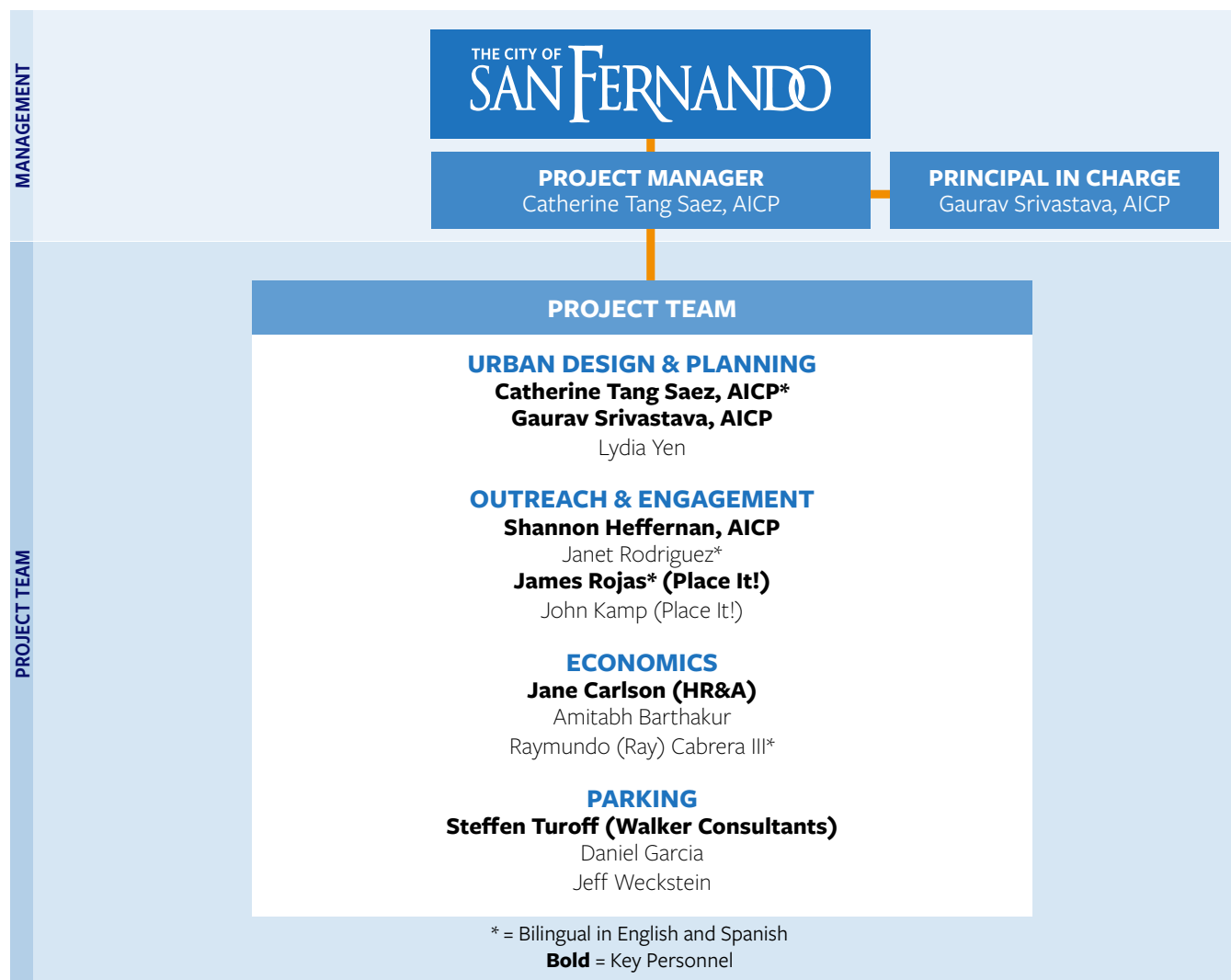
PLACE IT!—VISIONING WORKSHOP

Place It! is a design- and participation-based urban planning practice, founded by urban planner James Rojas. Place It! uses innovative and nationally recognized model-building workshops and interactive models to engage the public in the planning process. They have developed innovative planning tools that incorporate elements of model-building with found objects, storytelling, art-making, and play. These tools are accessible to everyday individuals, remove barriers in engaging underserved audiences (such as youth, women, immigrants, and people of color), humanize the community visioning process, and maximize public participation. Place It! successfully integrates planning into everyday community life to generate tangible planning outcomes. For the past 10 years, the firm has conducted over 500 workshops and trainings and has built over 100 interactive models. Through these workshops and models, it has tapped into people's creative problem-solving skills, empathy, and capacity to collaborate, while helping to improve people's civic literacy. As a result, participants often continue to engage in the planning process well after their participation in its workshops.



Welcome to San Fernando Sign (Dudek, 2022)

Figure 4. Key Personnel and Support Staff Organization Chart



WALKER CONSULTANTS— PARKING

Walker creates value for clients by performing analyses and developing plans that efficiently move people where they want to go. Meeting the needs of owners and users is the centerpiece of Walker's parking and transportation planning services. This often includes interpreting and improving public policy with hands-on experience and implementable solutions. From an increase in pick-ups and drop-offs to new ways to get around like shared bikes and scooters, curb space must be managed to ensure accessibility, safety, and circulation. Walker aligns public and private sector goals so that communities can offer more equitable access among different users, improve level of service

for everyone, collect data on transportation behaviors, and create a sustainable revenue source. In addition, Walker's market, economic and financial feasibility studies have assisted owners with securing more than \$2 billion in financing on projects involving virtually all land use types that feature paid parking.

Key Personnel

An overview of our proposed team of key personnel is presented in **Figure 4**, which outlines our personnel and their organization for this contract, with key personnel highlighted for reference. Detailed resumes are included in Appendix A. Dudek understands there will be no change of key personnel without prior approval of City.

**PROJECT MANAGER/
URBAN DESIGN AND PLANNING LEAD**
CATHERINE TANG SAEZ, AICP



Catherine Tang Saez (KATH-er-in TAYNG SIGH-ez; she/her) will serve as Project Manager and Primary Point of Contact with technical responsibilities in key planning, design, and engagement tasks for this contract. Ms. Saez is an urban designer and certified planner with Dudek with 14 years' collective experience across urban design, urban planning, and architecture. Ms. Saez works at the intersection of design and policy to create vibrant, sustainable, and healthy communities. Ms. Saez specializes in preparing vision plans, site feasibility studies, TOD plans, complete street plans, Specific Plans, Community/Area plans, development standards, design guidelines, conducting community engagement, and has experience coordinating multidisciplinary teams. In addition, Ms. Saez currently serves as adjunct instructor for the Real Estate Development (BRED) and Executive Master of Urban Planning program at the University of Southern

California Sol Price School of Public Policy.

Education

Harvard University
MAUD, Urban Design, 2012

University of Southern California
BArch, Architecture, 2009

Certifications

American Institute of Certified Planners (AICP)

Professional Affiliations

American Planning Association (APA)

University of Southern California, Adjunct Instructor

PRINCIPAL IN CHARGE
GAURAV SRIVASTAVA, AICP



Gaurav Srivastava (GORE-uv shree-VAAS-thuv; he/him) will serve as Principal in Charge for this contract and will provide key insight to identify new best practices, methods, and approaches to ultimately result in "moving the planning dial" and award-winning project work. With 19 years' experience, Mr. Srivastava leads Dudek's urban design practice and has authored plans that range from grassroots neighborhood visions to comprehensive downtown redevelopments. His award-winning work, for both private and public-sector clients, is driven by twin passions: to reduce the footprint of human habitation via compact redevelopment of city centers, and to always reinforce the importance of the pedestrian experience as the defining experience of cities. Mr. Srivastava is adept at facilitating workshops and shaping discussions before a variety of audiences. He is also an accomplished thought leader and experienced at orchestrating the efforts of complex, multidisciplinary teams. In addition, Mr. Srivastava serves as a visiting lecturer and teaches urban design at the University of California, Los Angeles Luskin School of Public Affairs.

Education

Massachusetts Institute of Technology
MCP, City Planning, 2001

School of Planning and Architecture, Delhi
BArch, Architecture, 1997

Certifications

American Institute of Certified Planners (AICP)

Professional Affiliations

American Planning Association (APA)

ULI Rose Center for Public Leadership, Faculty
Advisor

Lecturer, UCLA Luskin School of Public Affairs,
Dept. of Urban Planning

OUTREACH LEAD**SHANNON HEFFERNAN, AICP**

Shannon Heffernan is a Principal Planner with Dudek with 15 years' professional experience in community planning and urban design. Ms. Heffernan has worked with Southern California agencies, non-profit organizations, and community groups to enhance their districts, public spaces, and celebrated places through visioning, planning, design, and placemaking projects. These efforts have included collaborations between cities, business improvement districts (BIDs), and developers—all with a thoughtful outreach approach with equity as a core principle to ensure stakeholders are being given a voice and providing input.

Education

*University of Southern California
Executive Master of Urban and Regional
Planning, Concentration in Real Estate
Development, 2022*

*California Polytechnic State University,
San Luis Obispo
BS, City and Regional Planning, 2006*

Certifications

American Institute of Certified Planners (AICP)

Professional Affiliations

*American Planning Association (APA) —Los
Angeles Chapter, Professional Development
Director*

ECONOMICS**JANE CARLSON (HR&A ADVISORS)**

Jane Carlson of HR&A will lead our market analysis, targeted business, and developer stakeholder engagement, and play a critical role in the development of implementation-ready strategies. Jane joined HR&A in 2017 and brings a breadth of experience and knowledge, excellent project management skills, and analytical expertise to HR&A's community and economic development projects. With a deep understanding of the fiscal challenges California cities face, Jane looks for creative ways to integrate the needs and desires of communities and the public and private sectors to achieve synergistic results in all projects. Currently, Jane is managing the preparation of Specific Plans in Montclair and Pasadena, as well as developing an Economic Development Implementation Strategy for Metro's West Santa Ana Branch Corridor.

Prior to joining HR&A, Jane was an Associate at RSG, Inc. where she advised public sector clients through multifaceted decisions involving their commercial and residential sectors and participated in complex municipal finance projects including over \$500 million in municipal bond issuances. Prior to starting at RSG, Jane worked for two Southern California based developers and a philanthropic consulting firm.

Education

*University of Southern California
Master in Urban Planning, 2008*

*University of Michigan
Bachelor of Arts, History, 2005*

Professional Affiliations

*American Institute of Architects (AIA),
Associate, 2011*

*Urban Land Institute Young Leaders Group
Member, 2014—Present*

VISIONING WORKSHOP**JAMES ROJAS** (PLACE IT!)

James Rojas of Place It! will assist with our visioning process to develop a community-backed vision for Downtown San Fernando. Founder of the Latino Urban Forum, Mr. Rojas has developed engagement tools and exercises that, in addition to soliciting input, also educate community members on the role they can play in shaping their own urban environments (all while being creative and fun). Mr. Rojas is an urban planner, community activist, educator, and artist, and he has developed an interdisciplinary, community healing, visioning, and outreach process that uses storytelling, objects, art production, and play to improve the urban planning outreach process. Many of his clients are women, people of color, and others from disadvantaged and underserved communities. As such, he has collaborated with municipalities, non-profits, community groups, educational institutions, and museums to engage, educate, and empower the public on transportation, housing, open space, and health issues.

Education

*Massachusetts Institute of Technology, MCP,
City Planning SMArchS, Architecture Studies*

PARKING**STEFFEN TUROFF** (WALKER CONSULTANTS)

Steffen's focus at Walker is on parking policy and planning in commercial districts and town centers. His analyses frequently deal with the relationship between parking policy and related issues such as economic development, the cost of real estate, transportation alternatives and "smart growth." He also works on studies for mixed-use developments, universities, airports and other land uses as well. Steffen has a Master of Arts in Urban Planning from UCLA, where he studied with parking expert Professor Donald Shoup. Subsequently Steffen was a planning analyst at Gilmore Associates in Los Angeles, the development firm that championed the City's Adaptive Reuse Ordinance, which allows for the conversion of historic buildings into multifamily uses. The firm is credited with sparking the residential renaissance in Los Angeles' Historic Core neighborhood.

Education

*University of California, Los Angeles
MA, Urban Planning*

*University of California, Berkeley
BA, Economic History*

Certification

*National Charrette Institute
Charrette Planner Certificate*

6 REFERENCES

Figure 5 outlines Dudek references from previous clients who can speak to our performance on relevant projects.

Figure 5. Dudek References

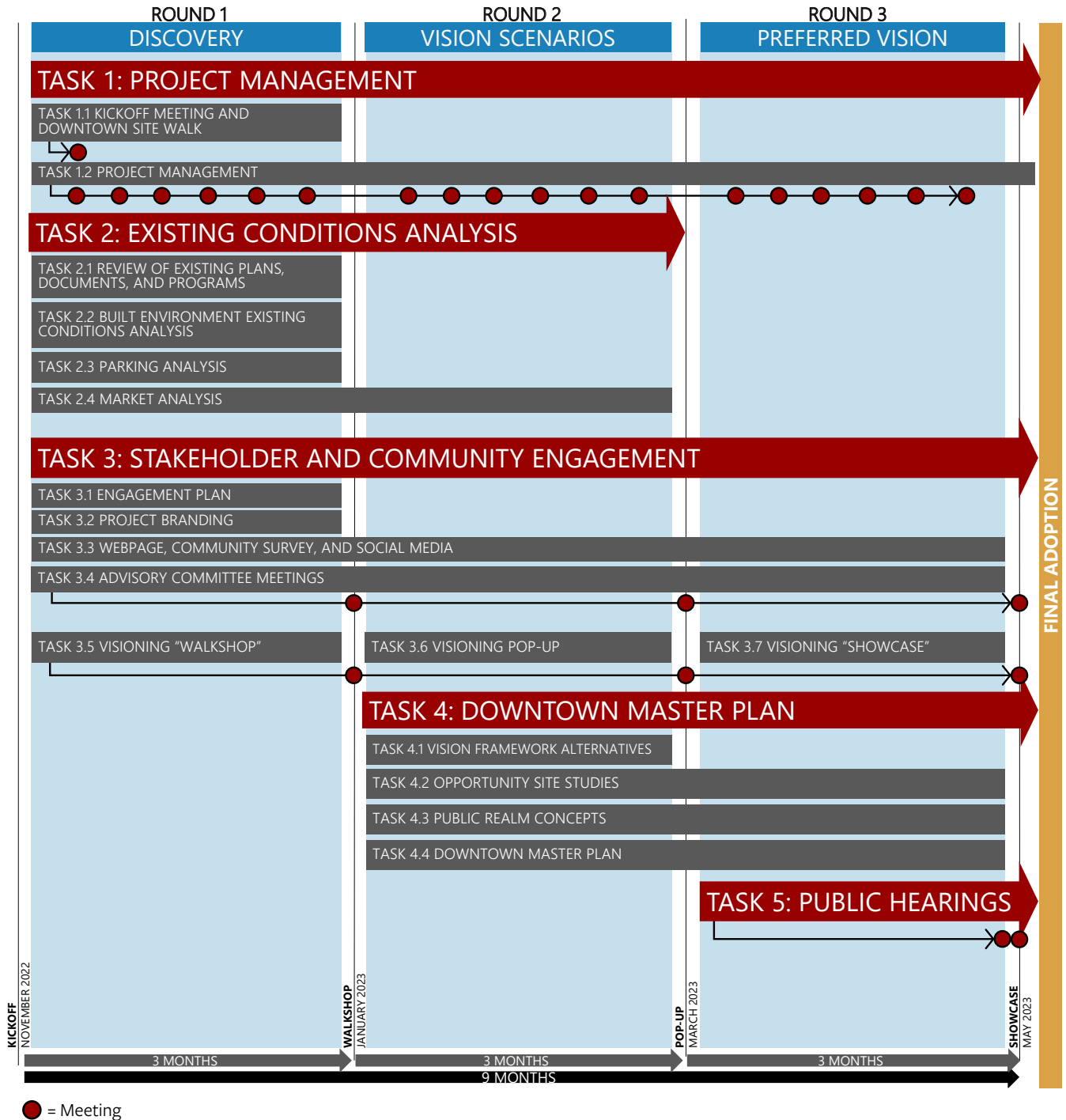
Client	Contact Information	Project(s)/Contract(s)	Key Personnel
City of Fullerton	Heather Allen Former Planning Manager at the City of Fullerton Current Principal Planner at the City of Anaheim hallen@anaheim.net 714.765.4958	Housing Incentive Overlay Zone and EIR	Catherine Tang Saez; Gaurav Srivastava
City of Santa Clarita	Hai Nguyen hnguyen@santa-clarita.com 661.255.4365	Old Town Newhall Specific Plan Update and EIR Addendum	Catherine Tang Saez; Gaurav Srivastava
City of Colton	Mark Tomich mtomich@coltonca.gov 909.370.5185	South Colton Livable Corridor Plan	Gaurav Srivastava; James Rojas (Place It!)
City of San Diego	Alex Frost afrost@sandiego.gov 619.236.6006	Mira Mesa Community Plan Update and EIR	Catherine Tang Saez; Gaurav Srivastava;
City of Torrance	Fran Fulton FFulton@TorranceCA.gov 310.618.2875	Downtown Torrance Revitalization and Connectivity Plan*	Shannon Heffernan Jane Carlson (HR&A)
City of San Luis Obispo	Robert Horch, Former Parking Services Manager, Retired treboreye@gmail.com 805.748.5821	City of San Luis Obispo Parking Organizational and Quantitative Needs Assessment	Steffen Turoff (Walker)

*Shannon Heffernan completed this project while at a previous firm.

ESTIMATED PROJECT SCHEDULE

Figure 6 estimates Dudek's proposed project schedule.

Figure 6. Estimated Project Schedule



COST PROPOSAL

Figure 7 details Dudek’s cost proposal. This fee estimate is valid for 90 days from the date of this proposal; after 90 days, Dudek reserves the right to reassess the fee estimate, if necessary. For Phase 1 only, we are assuming a 9-month work plan.

Figure 7. Cost Proposal

		Dudek Labor Hours and Rates					Subconsultant Fees						
Project Team Role:		Principal	PM	Outreach	Outreach	Support			Economics	Outreach	Parking		
Team Member:		Gaurav Srivastava	Catherine Tang Saez	Shannon Heffernan	Janet Rodriguez	Designer/ Planner	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	HR&A	Place It!	Walker	OTHER DIRECT COSTS	TOTAL FEE
Billable Rate:		\$235.00	\$195.00	\$235.00	\$140.00	\$130.00			Fee	Fee	Fee		
Task 1	Project Management												
1.1	Kickoff Meeting and Downtown Site Walk	4	4	4			12	\$2,660.00	\$3,300.00			\$100.00	\$6,060.00
1.2	Project Management	9	36				45	\$9,135.00	\$3,500.00				\$12,635.00
Subtotal Task 1		13	40	4	0	0	57	\$11,795.00	\$6,800.00	\$0.00	\$0.00	\$100.00	\$18,695.00
Task 2	Existing Conditions Analysis												
2.1	Review of Existing Plans, Documents, and Programs		4	8	8		20	\$3,780.00					\$3,780.00
2.2	Built Environment & Public Realm Analysis		8			40	48	\$6,760.00					\$6,760.00
2.3	Mobility and Parking Analysis							\$0.00			\$42,500.00		\$42,500.00
2.4	Market Analysis							\$0.00	\$52,000.00				\$52,000.00
Subtotal Task 2		0	12	8	8	40	68	\$10,540.00	\$52,000.00	\$0.00	\$42,500.00	\$0.00	\$105,040.00
Task 3	Community Outreach and Stakeholder Engagement												
3.1	Outreach and Engagement Plan		4	8			12	\$2,660.00					\$2,660.00
3.2	Project Branding		4	4	4	16	28	\$4,360.00					\$4,360.00
3.3	Webpage, Survey, and Social Media		4	8	4	16	32	\$5,300.00					\$5,300.00
3.4	Advisory Committee Meetings (x3)	9	9	9	9	16	52	\$9,325.00	\$3,000.00			\$125.00	\$12,450.00
3.5	Round 1: Visioning Walkshop		6	6	6	20	38	\$6,020.00				\$100.00	\$6,120.00
3.6	Round 2: Visioning Pop-Up		6	6	6	20	38	\$6,020.00		\$3,260.00		\$2,100.00	\$11,380.00
3.7	Round 3: Visioning Showcase	6	6	6	6	20	44	\$7,430.00				\$2,125.00	\$9,555.00
Subtotal Task 3		15	39	47	35	108	244	\$41,115.00	\$3,000.00	\$3,260.00	\$0.00	\$4,450.00	\$51,825.00
Task 4	Downtown Master Plan												
4.1	Vision Framework Alternatives	4	8			20	32	\$5,100.00					\$5,100.00
4.2	Opportunity Sites	4	20			60	84	\$12,640.00	\$19,600.00				\$32,240.00
4.3	Public Realm	4	20			60	84	\$12,640.00					\$12,640.00
4.4	Downtown Master Plan	4	20	4	8	120	156	\$22,500.00					\$22,500.00
Subtotal Task 4		12	60	4	8	240	324	\$52,880.00	\$19,600.00	\$0.00	\$0.00	\$0.00	\$72,480.00
Task 5	Public Hearings (x2)	3	6				564	\$1,875.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,875.00
Total		43	157	63	51	388	1257	\$118,205.00	\$81,400.00	\$3,260.00	\$42,500.00	\$4,550.00	\$249,915.00



APPENDIX A

SUPPORTING PERSONNEL RESUMES

Catherine Tang Saez, AICP

SENIOR URBAN DESIGNER

Catherine Tang Saez (KATH-er-in TAYNG SIGH-ez; she/her) is an urban designer and certified planner with Dudek with 14 years' collective experience across urban design, urban planning, and architecture. Ms. Saez works at the intersection of design and policy to create vibrant, sustainable, and healthy communities. Ms. Saez specializes in preparing vision plans, site feasibility studies, TOD plans, complete street plans, Specific Plans, Community/Area plans, development standards, design guidelines, conducting community outreach, and has experience coordinating multidisciplinary teams. In addition, Ms. Saez currently serves as adjunct instructor for the Executive Master of Urban Planning program at the USC Sol Price School of Public Policy.

Relevant Experience

Old Town Newhall Specific Plan, City of Santa Clarita, California. Served as urban designer for the Specific Plan update for Newhall—the historic core of the City of Santa Clarita. The targeted update tested new development types, simplified the existing form-based code, and improved the usability and legibility of the Plan. (2021–2022)

Mixed-Use Overlay Zone, City of Rancho Palos Verdes, California. Serving as urban designer to develop a mixed-use overlay zone for select commercial parcels along Western Avenue and Silver Spur Road – the city's two major commercial corridors. The project evaluates the feasibility of new residential mixed-use development on the parcels and creates applicable objective development standards. (2022–Present)

Housing Incentive Overlay Zone, City of Fullerton, California. Serving as urban designer to develop a housing incentive overlay zone for select parcels with underlying commercial and industrial zoning. The project evaluates the feasibility of new residential and mixed-use development on the parcels and creates applicable objective development standards (2020–Present)

Mira Mesa Community Plan Update, City of San Diego, California. Serving as urban designer to update the Mira Mesa Community Plan, a transit-priority effort. Mira Mesa—with 10,500 acres; 80,000 residents; and 80,000 jobs—is the largest and most populous of San Diego's 50 community plan areas. This effort includes corridor planning and conceptual urban design studies for four focus areas within the community. The studies test and illustrate new approaches to land use, development standards, and mobility improvements to revitalize the focus areas and retrofit suburban shopping malls and office parks with transit-supportive uses and development typologies. (2019–Present)

Vision Downtown, City of Los Angeles, California. While at a previous firm, served as urban designer for Vision Downtown, an effort that provides guidance to Downtown Los Angeles Neighborhood Council's board as it performs a review and advisory role for projects within its jurisdiction. The Downtown Los Angeles Neighborhood Council is the first neighborhood council in Los Angeles that has sought to craft its own vision for the future. Part vision and part



Education

Harvard University
MAUD, Urban Design,
2012

University of Southern
California (USC)
BArch, Architecture, 2009

Certifications

American Institute of
Certified Planners (AICP)

Professional Affiliations

American Planning
Association

manifesto, Vision Downtown provides a community-endorsed set of goals that offer input to City leaders and assembles in one place a comprehensive set of aspirations that embody the vision of the Downtown community. (2013–2014)

San Gabriel Mission District Economic Opportunities Analysis, San Gabriel, California. While at a previous firm, served as Urban Designer for a study of the Mission District in San Gabriel – the City’s civic, cultural, and historic hub centered around Mission Drive and the San Gabriel Mission. The purpose of the study was to identify and evaluate the feasibility of new commercial development opportunities and public realm improvements to provide insight to City staff and private sector developers on the continued evolution of the Mission District as a thriving destination. Catherine was part of a team of economists and urban designers that provided the City with a set of high-level recommendations across the topics of zoning, parking, signage and wayfinding, outdoor dining, asset management, programming, marketing, branding and identity, retail tenancing, and City-owned property. (2019)

Other Previous Experience

Citywide Complete Streets Plan, City of Burbank, California. Served as urban designer for the preparation of a complete streets plan, called the “CompleteOurStreets Plan,” for the City of Burbank. With a strong focus on urban design and the City’s built form, the plan analyzes the entirety of the City’s 280 centerline miles of streets and proposes improvements through prioritized projects to address the needs of street users of all modes, ages, and abilities, including pedestrians, bicyclists, transit riders, and motorists. Prioritized connectivity within the City’s urban core, disadvantaged communities, transit districts, and neighborhood schools. For more information, visit www.CompleteOurStreets.com. (2018–2020)

Thousand Oaks Civic Arts Plaza Campus Master Plan, City of Thousand Oaks, California. While at a previous firm, served as urban design lead for the multidisciplinary master plan of the City of Thousand Oak’s 20-acre regional performing arts and civic center campus, including City Hall, the Kavli Theater, and the Scherr Forum. In anticipation of the Civic Arts Plaza’s 25th anniversary, the plan re-envision the campus as the true heart of the city with a new town square, an outdoor amphitheater, and arts, entertainment, and retail uses centered along a new main street, which reorients the “front door” of the existing buildings on site. (2018–2019)

West Santa Ana Branch Station Area Design Concepts, Eco-Rapid Transit, Los Angeles County, California. While at a previous firm, served as urban designer for the transportation and land use study of five potential station locations (Cerritos, Cudahy, Downey, South Gate, and Santa Clarita) to support transit-oriented development along Metro’s proposed West Santa Ana Branch transit corridor. To facilitate transit-oriented, mixed-use developments at each of the station sites, the plans established land use and urban design frameworks for retail, office, housing, and recreational uses, including community youth soccer facilities. (2013–2015)

Western Avenue Vision Plan and Implementation Guidelines, City of Rancho Palos Verdes, California. While at a previous firm, served as urban designer for the development of private development and public realm improvement guidelines for the 2.3-mile segment of Western Avenue. The plan recommended phased strategies to elevate Western Avenue into a complete street, where the needs of all users (e.g., auto, pedestrian, bicycle, and transit) are equally met and the auto-oriented nature of development along the corridor is reversed. (2012–2013)

Awards

Award of Merit in Transportation Planning. Awarded for Burbank Complete Streets Plan by the Los Angeles Chapter of the American Planning Association. (2021)

Award of Excellence in Neighborhood Planning. Awarded for Vision Downtown Los Angeles by the Los Angeles Chapter of the American Planning Association. (2017)

Gaurav Srivastava, AICP

URBAN DESIGN DIRECTOR

Gaurav Srivastava (*GORE-uv shree-VOSS-thuv; he/him*) is an urban designer with 19 years' experience. Mr. Srivastava leads Dudek's urban design practice and has authored plans that range from grassroots neighborhood visions to comprehensive downtown redevelopments. His award-winning work, for both private- and public-sector clients, is driven by twin passions: to reduce the footprint of human habitation via compact redevelopment of city centers, and to always reinforce the importance of the pedestrian experience as the defining experience of cities. Mr. Srivastava is adept at facilitating workshops and shaping discussions before a variety of audiences. He is an accomplished project manager and experienced at directing complex, multidisciplinary teams. In addition, Mr. Srivastava serves as a visiting lecturer and teaches urban design at the University of California, Los Angeles' Luskin School of Public Affairs.

Relevant Project Experience

Housing Incentive Overlay Zone, City of Fullerton, California. Project manager for a citywide effort to analyze and test the feasibility of new multifamily residential developments on Fullerton parcels currently zoned for non-residential uses. The Housing Incentive Overlay Zone Plan is funded via California Senate Bill 2 grant funds and aims to facilitate and incentivize the production of housing within the city. Integral to the planning effort is a capacity-building exercise that aims to educate and inform a group of Fullerton stakeholders, the "Housing Champions," of the economic and regulatory landscape of housing policy.

Old Town Newhall Specific Plan, City of Santa Clarita, California. Project Manager for Specific Plan update for Newhall, the historic core of the City of Santa Clarita. The targeted Plan update aims to test new development types, simplify the existing form-based code, and extend the usability and legibility of the Plan.

Citywide Complete Streets Plan, City of Burbank, California. Project manager, preparing ongoing Citywide Complete Streets Plan called the Complete Our Streets Plan (www.CompleteOurStreets.com). With a strong focus on urban design and the city's built form, the plan analyzes the entire city street network and proposes improvements through prioritized projects to address the needs of street users of all modes, ages, and abilities, including pedestrians, bicyclists, individuals with disabilities, transit users, and automobile users.

Mira Mesa Community Plan Update, San Diego, California. Urban Design lead for a City of San Diego transit-priority plan effort as part of the Mira Mesa Community Plan Update. Mira Mesa, at 10,500 acres and 80,000 residents, is the largest and most populous of San Diego's 50 community plan areas. This effort includes corridor planning and conceptual urban design studies for four focus areas within the community. The studies test and illustrate new approaches to land use, development standards, and mobility improvements to revitalize the focus areas and retrofit suburban shopping malls with transit-supportive uses and development typologies.



Education

Massachusetts Institute of Technology
MCP, City Planning
School of Planning and Architecture, Delhi
BArch, Architecture

Certifications

American Institute of Certified Planners (AICP)

Professional Affiliations

American Planning Association
ULI Rose Center for Public Leadership, Faculty Advisor

South Colton Livable Corridors Plan, Colton, California. Project Manager for urban design, land use planning, market analysis, and community outreach services in support of the South Colton, a long-standing Latino working-class neighborhood in Colton, California. Residents with few resources have used their imagination and resourcefulness to alter landscapes in ways that are intimate in scale and personal in nature. The Plan aims to strengthen these grassroots tactical urbanist approaches and create guidelines and policies that will provide a regulatory framework for formalizing a DIY approach to neighborhood amenities and improvements.

Skid Row and Central City East Vision Plan, City of Los Angeles, California. Central City East lies in the heart of downtown Los Angeles, adjacent to and overlapping Skid Row, the nation's largest cluster of homelessness. The plan addresses a growing concern, "how does a downtown industrial district address the dramatic changes that are occurring at its doorstep, while also being subject to long-standing policies that make it the primary location of homeless services for the entire region?"

Relevant Previous Experience

Microsoft Campus Master Plan, City of Redmond, Washington. Served as urban design lead for the proposed redevelopment of Microsoft's Redmond headquarters, which is globally associated with the firm's origins and success. The bike-and-walk-only master plan manifests Microsoft's vision for its physical legacy, its aspirations for the built environment, and the programmatic requirements of its business operations. The development program proposes three million square feet of new construction spread over 18 new buildings on a 72-acre site.

Vision Downtown, City of Los Angeles, California. Directed Vision Downtown, an effort that provides guidance to the Downtown Los Angeles Neighborhood Council (DLANC) board as it performs a review and advisory role for projects within its jurisdiction. The DLANC is the first Neighborhood Council in Los Angeles that has sought to craft its own vision for the future. Part vision and part manifesto, Vision Downtown provides a community-endorsed set of goals that offer input to City leaders and assembles in one place a comprehensive set of aspirations that embody the vision of this generation of the Downtown community.

Sunset Strip Specific Plan Update, West Hollywood, California. Led the effort to update the existing Specific Plan with new standards and guidelines for off-site signs on the Sunset Strip (i.e., billboards, tall walls, and digital signs). The Strip is arguably the most iconic urban boulevard on the west coast, if not the entire United States. Situated entirely within the City of West Hollywood, it is the epitome of a bright-lights, big-signs corridor. The Strip has a long-established tradition of innovative signage, while simultaneously also creating value for property owners.

Transit-served Housing Capacity Analysis, Los Angeles, California. Led a research study for the Mayor's Office and C40 Cities to analyze the ability of the City to expand its housing supply within transit-served areas and proposed facilitating housing policy revisions. Los Angeles has a population of about 4 million residents, expected to grow by 500,000 people over the next 20 years. Fewer than half of the City's residents live within a quarter of a mile of a Major Transit Stop.

Awards

Planning Award, American Planning Association – Los Angeles Chapter, 2017 for Vision Downtown Los Angeles

Planning Award, American Planning Association – Los Angeles Chapter, 2010 for Park 101 Freeway cap

Urban Design Award, American Planning Association – Inland Empire Chapter, 2020 for South Colton Livable Corridor Plan

Shannon Heffernan, AICP

PRINCIPAL PLANNER

Shannon Heffernan is a Principal Planner with 15 years' professional experience in community planning and urban design. Ms. Heffernan has worked with Southern California agencies, non-profit organizations, and community groups to enhance their downtown districts, public spaces, and celebrated places through visioning, planning, design, and placemaking projects. These efforts have included collaborations between cities, business improvement districts (BIDs), and developers—all with a thoughtful outreach approach with equity as a core principle to ensure stakeholders are being given a voice and providing input.

Ms. Heffernan recently led the Downtown Lomita Visioning project, which included an incremental transformation of Narbonne Avenue and turning a vacant lot within downtown into an urban plaza, managing the Glendale Arts & Entertainment Visioning project and streetscape design for Artsakh Avenue, and a nine-month activation for the new Civic Center Plaza in Downtown Long Beach. Ms. Heffernan is no stranger to downtown revitalization efforts – she is [Committee Member](#) of the Downtown Long Beach Alliance (DLBA), downtown Long Beach's BID, Public Realm Committee. She is leading a public space assessment for the Public Realm Committee to identify and recommend improvements (lighting, landscape, shade, seating, and programming) for a number of underutilized downtown spaces. Most recently, Ms. Heffernan worked with cities and community groups to launch their al fresco dining programs on their beloved main streets and other placemaking initiatives to create more people-first spaces.

Relevant Previous Experience

Downtown Torrance Revitalization, Torrance, California: Role: Core team member. While at a previous firm, Shannon Heffernan worked with the City of Torrance and HRA to develop the Downtown Torrance Revitalization and Connectivity. The proposal for this plan offers a vision and set of goals and strategies to successfully revitalize Downtown Torrance and its surrounding corridors. Strategies explore multiple dimensions including tenancing and business attraction, urban design and public realm, parking, and mobility, branding and communication, and funding. The vision for the Study Area is a result of year-long process that involved an existing conditions analysis of the economic, physical, and mobility landscape of the Study Area and feedback from stakeholder groups, including residents, property owners, business owners, city staff, and city councilmembers. Among other placemaking strategies gateway signage is recommended for Downtown Torrance at the intersection of Carson Street / Cabrillo Avenue, and Torrance boulevard / Sartori avenue. The project includes enhanced pedestrian connectivity to the Downtown, implementation of open space corridors, improvements on bicycle network gaps, regulations on micro-mobility usage, among other strategies to ensure a future vibrant Downtown area. Strategies for revitalization include streetscape and public realm improvements on



Education

University of Southern California
Executive Master of Urban and Regional Planning, Concentration in Real Estate Development, 2022

California Polytechnic State University, San Luis Obispo
BS, City and Regional Planning, 2006

Certifications

American Institute of Certified Planners (AICP), issued 2017

Professional Affiliations

American Planning Association – Los Angeles Chapter, Professional Development Director

key corridors increasing hardscaped areas that can accommodate outdoor activities such as dining, gathering etc. Improving sidewalks, landscaping, art, and lighting while keeping it informal.

Huntington Beach Downtown Urban Design Study, Huntington Beach, California Role: Project Manager. While at a previous firm, Shannon Heffernan led a comprehensive urban design study for the city of Huntington Beach to identify successful strategies for Main Street activation. Building on the success of a temporary street closure on Main Street, she worked with the City of Huntington Beach's Community Development Department to explore design solutions to pedestrianize Main Street and provide more public space for visitors, locals, and families in downtown. Two schemes were created for Main Street: a plaza option and a one-way option. Both schemes are reflect their priorities and a future vision for Main Street that celebrates the vibrant qualities of Huntington Beach. The schemes are scalable and offer the possibility of being implemented in stages, so that the street can be adapted over time and as the budget allows. Input from City staff and downtown stake holders was included in the visioning and conceptual design process.

Glendale Arts and Entertainment District Visioning, Glendale, California. Role: Project Manager. While at a previous firm, Shannon Heffernan worked with the City of Glendale on urban design and placemaking improvements for Glendale's Arts and Entertainment District on Artsakh Avenue. The project involves the redesign of Artsakh Avenue and the adjacent public alley to create a vibrant, pedestrian-friendly streetscape and foster a world-class Entertainment District. The project is anchored in a collective vision for the District that was formulated through rigorous engagement with stakeholders, including downtown businesses, property owners, local artists, residents, and the larger Glendale community. Outreach activities as part of this process included multiple study session and presentations to the City Council and the Arts & Culture Commission to obtain guidance and feedback throughout the project. Ms. Heffernan worked with the City on a two-pronged engagement strategy—to provide project updates and build community support for the revitalization of the public realm on Artsakh Avenue, as well as capture stakeholder priorities on proposed elements for the Glendale Arts & Entertainment District. In the Visioning phase of the project, they hosted the Activate Artsakh event in partnership with the City, attracting over 300 community members. The event included local programming from community-based organizations with a pop-up art gallery, performance art and a guided Arts & Entertainment District Walk.

Downtown Lomita Vision, Lomita California Role: Core team member. While at a previous firm, Shannon Heffernan prepared a Vision Plan for the Downtown Lomita to create a vibrant hub and destination for the City, and a place that will be treasured by residents, customers and businesses alike. Working with the City of Lomita, we prepared a comprehensive review of the existing regulatory, physical and economic conditions including a detailed market study as a first step in our planning process. Ms. Heffernan identified the preferred uses including retail types and mix, design improvements with a focus on the public realm, and modifications to the code that could enhance and add to the appeal of Downtown Lomita as a destination.

Awards

Best Practice Award of Excellence. Awarded by the Los Angeles section of the American Planning Association for the Pacific/Randolph and Florence and Salt Lake Station Area Plans. (2022)

JAMES THOMAS ROJAS, 313 South Cordova Street, Alhambra, CA 91801; 626.437.4446;
jamestrojas@gmail.com; www.placeit.org

EDUCATION

Massachusetts Institute of Technology, Cambridge, Massachusetts, 1988-1991
Masters of City Planning (MCP) & Masters of Science in Architecture Studies (SMarchs)
Woodbury University, Burbank, California, 1978-1982
Bachelor of Science in Interior Design

PROFESSIONAL EXPERIENCE

Founder, Place It, Los Angeles CA. 2010 – Present

Developed an inclusive urban planning community engagement tool that uses storytelling, objects, and play to engage residents in meaningful ways. Created a series of prompts and strategies using art to build trust with underserved people such as women, youth, immigrants and people of color on various land use and transportation projects. Projects include CATS North Corridor BRT. www.placeit.org

Founder, Latino Urban Forum, Los Angeles, CA. 2000 – Present

Founded the Latino Urban Forum to create a dialogue on urban policy issues in Latino Communities. The development of a jogging path around Evergreen Cemetery; the creation of a 40-acre state park in Chinatown where new warehouses were slated to be built; the launched of a safety awareness campaign for immigrant Latinos who ride their bikes to work in East Los Angeles. www.enactedenvironment.com

Project Manager III, Los Angeles County Metropolitan Transit Authority (Metro), Los Angeles, CA, 1997-2010. Planned, implemented, and managed programs promoting urban design, and pedestrian- and bicycle-friendly communities. Analyzed and made recommendations regarding deployment of \$40 – 50 million in urban design projects for LA County. Managed over 100 projects from planning to implementation.

Co-Manager, Gallery 727, Los Angeles, 2003-2009

Co-founded and co-managed an art gallery in Downtown LA. Developed with artist dozens of multi-media exhibitions using photography, sculpture, painting, performance, video, and readings.

AWARDS

2018	Dale Prize, Immigrant Outreach Cal Poly, Pomona
2015	American Planning Association, California Planning Advocate Award
2014	LA County Civic Artists Pre-qualified List
2012	California Community Foundations Emerging Artist Award
2009	American Planning Association Los Angeles Educational Project award

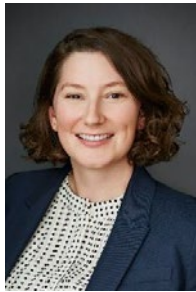
SELECTED INTERACTIVE MODEL PROJECTS

2019	Build a Car-Free Downtown Los Angeles, ICSE Conference, Los Angeles, CA
2017	Condemned to be Modern, LA Municipal Art Gallery, Los Angeles, CA Perspectivas: Mission Interactive, CCA, San Francisco, CA
2015	Envision Sacramento Model, Sacramento Council of Governments Regional Conference, Sacramento, CA
2014	Re-Imagine 14 th Street, Art in Odd Places, NYC, NY Market Street Block Party, Open City/Art City Yerba Buena Center for the Arts, San Francisco

Complete list of workshops available on request.

CERTIFICATIONS

Small Business Enterprise (Micro) #2011253. Certified through the California Department of General Services.



JANE CARLSON
PRINCIPAL

EDUCATION

University of Southern California
Master in Urban Planning
2008

University of Michigan
Bachelor of Arts, History
2005

WORK EXPERIENCE

HR&A Advisors, Inc.
Director
2017 – Present

RSG, Inc.
Associate
2009 – 2017

Janis Minton Consulting
Associate
2009-2010

MJW Investments
Planning Associate
Jan 2008 – Nov 2008

SE Corporation
Planning Intern
Apr 2007 – Dec 2007

AFFILIATIONS

American Institute of Architects
Associate
2011

Urban Land Institute Young Leaders Group
Member
2014 – Present

LANGUAGES

Spanish Familiar

Jane joined HR&A in 2017 and brings a breadth of experience and knowledge, excellent project management skills, and analytical expertise to HR&A's community and economic development projects. With a deep understanding of the fiscal challenges California cities face, Jane looks for creative ways to integrate the needs and desires of communities and the public and private sectors to achieve synergistic results in all projects. Currently, Jane is managing the preparation of Specific Plans in Montclair and Pasadena, as well as developing an Economic Development Implementation Strategy for Metro's West Santa Ana Branch Corridor.

Prior to joining HR&A, Jane was an Associate at RSG, Inc. where she advised public sector clients through multifaceted decisions involving their commercial and residential sectors and participated in complex municipal finance projects including over \$500 million in municipal bond issuances. Prior to starting at RSG, Jane worked for two Southern California based developers and a philanthropic consulting firm.

Torrance Downtown Revitalization Strategy

Led a multidisciplinary team to create a revitalization plan for the City of Torrance's historic downtown and surrounding corridors. First directed a diagnostic and existing conditions analyses which includes assessments of the market and economy, physical conditions, and mobility and parking. Using this information as a foundation, co-leading engagement with City staff and stakeholder groups on vision and goal setting. Will subsequently oversee the refinement of these aspirations through, policy analysis, financial feasibility analysis and case studies to create a realistic market-based implementation framework, offering the City strategies to advance a collective revitalization vision.

South Valley Market Analysis

Leading a market study and financial feasibility analysis to support Los Angeles Department of Regional Planning in updating the six Community Plans across the South San Fernando Valley. HR&A will develop an overview of socioeconomic and demographic conditions, describe business and industry trends, and conduct a market analysis for housing and industrial land uses, in parallel with preliminary zoning analysis supported by subcontractor John Kaliski Architects. HR&A will then develop an assessment of strengths, opportunities, weaknesses and threats to identify the key opportunities and barriers for future growth. The second phase of the analysis will focus on developing value capture strategies that inform and quantify the tradeoffs among different types of public benefits which could be provided in exchange for additional development rights.

West Hollywood Metro Crenshaw/LAX Extension Financing, Los Angeles, CA

Co-leading a multidisciplinary team to evaluate the City of West Hollywood's capacity to help fund and support an accelerated delivery of Los Angeles County Metropolitan Transportation Authority's Northern Extension of the Crenshaw/LAX line through Los Angeles and West Hollywood. Directing the assessment of various potential revenue sources and value capture tools, including City-controlled revenues like sales tax and advertising revenue, an enhanced infrastructure finance district (EIFD) covering the cities of West Hollywood and Los Angeles, development and development rights on publicly-owned real estate, other Federal and State funding sources, and partnerships.



JANE CARLSON
DIRECTOR

Redlands Transit Villages & Downtown Specific Plan

Jane managed HR&A's work in providing a range of real estate and economic development advisory services to support the preparation of the Redlands' Transit Villages and Downtown Specific Plan. Jane led a market analysis to estimate the scale of market demand and the potential capture of that demand for supportable development within the study areas across three key land use types: multi-family residential, retail, and office. This analysis provided clarity on market-aligned product typologies, including identifying key physical characteristics, key anchor uses, as well as visual references. HR&A's work culminated in a set of recommendations around a potential Density Bonus Program, infrastructure financing mechanisms, and fiscal impacts of development.

Montclair Mall Specific Plan

On behalf of the City of Montclair in collaboration with the CIM Group, supported Moule & Polyzoides Architects and Urbanists in the preparation of a Specific Plan to guide entitlements for adaptive reuse of the Montclair Place Mall into a mixed-use urban district. Led the development program by providing a socioeconomic analysis and real estate market supply and demand analyses for office, residential and hospitality uses. Using findings from the market analysis, coupled with a retail strategy developed by Gibbs Planning, worked with M&P to develop 5 prototypical development typologies with variations in use mix, intensity and market orientation. Then created static residual land value models to test financial feasibility of the prototypes and suggest as needed refinements to optimize performance. This analysis informed the "Implementation" section of the Specific Plan, including recommendations for appropriate implementation tools and potential community benefits.

Vernon Specific Plan

On behalf of the City of Vernon ("City"), working as a subconsultant to The Arroyo Group, HR&A supported preparation of the Westside Specific Plan which focused on mixed-use development and adaptive reuse. The City's business friendly environment, low cost utilities and key location for trucking and rail transport continue to position Vernon as an ideal location for industrial uses. The Westside Specific plan was intended to capitalize on nearby industrial revitalization efforts in Los Angeles and position the specific plan area for private investment in hospitality, retail, housing, and other commercial uses. HR&A first conducted a market scan to assess the current market performance of key land uses and to evaluate relative strengths and weaknesses in the City. Then, to understand the market-achievable density and typology, HR&A tested up to four development scenarios through a static pro forma analysis. HR&A also completed a fiscal impact analysis of the entire specific plan land use plan. Finally, HR&A provided input on vision and district identity as well as implementation strategies and considerations.

Metro West Santa Ana Branch Strategic Implementation Plan

On behalf of the Los Angeles County Metropolitan Transportation Authority ("Metro"), Jane managed HR&A's work supporting the creation of a TOD Strategic Implementation Plan for the 14 communities along the planned West Santa Ana Branch transit line, a 20-mile alignment, extending from Union Station in Downtown Los Angeles to the City of Artesia. Jane managed HR&A's support of an 18-month long outreach effort, analysis of transit corridor demographics and real estate market conditions, and identifying opportunities, constraints and needed upgrades for each station area. HR&A's work culminated in a comprehensive, corridor-wide economic development strategies report, which will include near-term, actionable strategies that each community may pursue.



Steffen Turoff

Principal

Steffen's focus at Walker is on parking policy and planning in commercial districts and town centers. His analyses frequently deal with the relationship between parking policy and related issues such as economic development, the cost of real estate, transportation alternatives and "smart growth." He also works on studies for mixed-use developments, universities, airports and other land uses as well.

Steffen has a Master of Arts in Urban Planning from UCLA, where he studied with parking expert Professor Donald Shoup. Subsequently Steffen was a planning analyst at Gilmore Associates in Los Angeles, the development firm that championed the City's Adaptive Reuse Ordinance, which allows for the conversion of historic buildings into multifamily uses. The firm is credited with sparking the residential renaissance in Los Angeles' Historic Core neighborhood.

Key Experience

Parking Policy and Planning
Municipal Planning
Community Redevelopment

Education

Master of Arts, Urban Planning,
University of California- Los Angeles
Bachelor of Arts, Economic History,
University of California- Berkeley
Charrette Planner Certificate, National
Charrette Institute

Affiliations

International Parking Institute
American Institute of Certified Planners
International Downtown Association
Urban Land Institute
California Redevelopment Association

Recent Publications

"Hey Buddy, What will you Pay for this
Parking Spot?" Planning, American
Planning Association, May-June 2013
"Mensa Meters", The Parking
Professional, International Parking
Institute, May 2013

Presentations

"Parking Systems: Policies, Management
and Design", Southern California
Association of Governments (SCAG),
May 2010

Languages

Spanish, proficient speaking and reading
Japanese, fluent speaking and reading

Project Highlights

City of Santa Monica, CA

City-wide rate study: 2018, 2012, 2010
Downtown Parking Finance Plan Update
Civic Center Mobility and Parking Analysis and Management Plan
Economic Development, Parking Financing and Management Study

East LA Parking On-Street Parking Study - Los Angeles County

Los Angeles, CA
Parking management strategy. Review of community's parking needs, on-street current parking restrictions and enforcement practices. Community outreach and engagement

City of San Luis Obispo, CA

Parking Services Organizational
Assessment; Palm/Nipomo Parking structure demand study

City of Burbank, CA - Magnolia Park

Parking Supply/Demand, Management Strategy, Residential Permit Policy
Paid Parking Feasibility Projections and Recommendations

City of Pico Rivera

Pico Rivera, CA
Existing Parking Conditions Analysis and Minimum Parking Requirement
Review

City of Healdsburg, CA - Downtown

Parking plan with an in lieu fee component, Downtown Parking
Management Plan, Review, Analysis and Recommendations for parking
requirements for three districts

Pacific Beach - Discover Pacific Beach Business Improvement District

San Diego, CA
Parking Management and Implementation Plan and Policy Analysis



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AGENDA REPORT

To: Celeste T. Rodriguez and Councilmembers

From: Vice Mayor Mary Mendoza

Date: April 17, 2023

Subject: Consideration to Appoint a Planning and Preservation Commissioner

RECOMMENDATION:

I recommend that Sylvia Ballin be appointed as my representative to the Planning and Preservation Commission (Attachment "A").

BACKGROUND/ANALYSIS:

1. Pursuant to the City's Code (Attachment "B"), each Councilmember may appoint one Commissioner to each Commission (i.e., Planning and Preservation Commission; Parks, Wellness, and Recreation Commission; Transportation and 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 March 28, 2023, the City Clerk received notice that Commissioner Marvin Perez resigned from the Planning and Preservation Commission ("Commission"), effective March 23, 2023, which resulted in an unscheduled vacancy. Commissioner Perez served on the Commission since October 2019 and was the representative appointed by Vice Mayor Mary Mendoza.
3. On March 29, 2023, the City Clerk posted a Unscheduled Vacancy Notice (Attachment "C"), pursuant to Government Code Section 54974 that states: *"Final appointment to the board commission or committee shall not be made by the legislative body for at least 10 working days after the posting of the notice in the clerk's office."*
4. On March 29, 2023, Sylvia Ballin submitted an application (Attachment "D") seeking consideration as my representative to be appointed to the Planning and Preservation Commission to fill the unscheduled vacancy.

Consideration to Appoint a Planning and Preservation Commissioner

Page 2 of 2

BUDGET IMPACT:

The City pays each Commissioner \$75 for attendance at up to one (1) meeting per month. A total of \$900 per Commissioner is appropriated in each responsible Department's budget. Sufficient funds are included in the Fiscal Year 2022-2023 Adopted Budget.

CONCLUSION:

I recommend Sylvia Ballin be appointed as my representative Commissioner to serve on the Planning and Preservation Commission to fill the unscheduled vacancy due to the resignation of Commissioner Marvin Perez on March 23, 2023.

ATTACHMENTS:

- A. Request to Agendize an Item for City Council Discussion/Consideration
- B. City Code
- C. Unscheduled Vacancy Notice
- D. Commissioner Application

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CLEAR FORM

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 Planning and Preservation Commissioner.

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.*

My Commissioner Marvin Perez resigned and I am filling the position with Sylvia Ballin who is well qualified for the position.

ATTACHMENTS *Do you have any attachments to include?*

☒ Yes ☐ No

RECOMMENDATION *Indicate the direction you are recommending.*

Approval of appointment, Sylvia Ballin to the Planning and Preservation Commission.

- CODE
Chapter 2 - ADMINISTRATION
ARTICLE V. - BOARDS, COMMISSIONS, COMMITTEES, AGENCIES AND AUTHORITIES
DIVISION 1. GENERALLY

DIVISION 1. GENERALLY

Sec. 2-401. Appointment of city commissioners.

- (a) The city council shall have the authority to appoint individuals to city commissions.
- (b) Appointed members of boards and commissions serve at the pleasure of the city council, pursuant to Government Code Section 36506.
- (c) For purposes of this Division 1, "commissions" shall include, but not be limited to, city commissions, boards, committees, and other bodies comprised of members appointed by the city council.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-402. Method of appointment to commissions.

Unless otherwise specified in this code, each city councilmember will be assigned a position that will correlate to a position on each commission. That councilmember will have the authority to nominate an individual to serve in the assigned position on the commission. Each such nomination shall require ratification by a majority of the city council.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-403. Removal of commission members; vacancies.

- (a) All commissioners serve at the pleasure of the city council and any commissioner may be removed, with or without cause, either by a majority of the entire membership of the city council or by the councilmember who individually appointed such commissioner.
- (b) If vacancies in any commission occur, other than by expiration of the term, such vacancies shall be filled by appointment for the unexpired portion of the term. The city council member who nominated the vacating commission member shall nominate a replacement commissioner, subject to ratification by a majority of the city council.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-404. Term of commissioners.

The term of office for each commission member shall be one year; however, each member shall continue in the position beyond one year until replaced by the assigned city councilmember or until the member resigns.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-405. Rules of decorum for commissions.

- (a) *Decorum and order—Commissioners.*

- (1) Commissioners shall accord the utmost courtesy to each other, to city employees, and to the public appearing before the commission and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.
 - (2) Every commissioner desiring to speak shall address the chair of the commission and, upon recognition by such chair, shall confine discussion to the question under debate.
 - (3) Every commissioner desiring to question administrative staff should address questions to the city manager who may answer the inquiry directly or designate the appropriate staff member to timely respond to such inquiry.
 - (4) A commissioner, once recognized, shall not be interrupted while speaking, unless called to order by the chair of the commission, or a point of order is raised by another commissioner, or the speaker chooses to yield to questions from another commissioner.
 - (5) Any commissioner may move to require the chair of the commission to enforce the rules. A majority of the commission shall require enforcement of the rules if the chair of the commission has refused.
- (b) *Decorum and order—Employees.* Members of administrative staff and city employees shall observe the same rules of procedure and decorum applicable to members of commissions. The city manager shall ensure that all city employees observe such decorum. Any staff member, including the city manager, desiring to address the commission or members of the public shall first be recognized by the chair of the commission. All remarks should be addressed to the chair of the commission and not to any one individual commissioner or member of the public.
- (c) *Decorum and order—Public.* Members of the public attending commission meetings shall observe the same rules of order and decorum applicable to the commission. Each person who addresses the commission shall not make personal, impertinent, slanderous or profane remarks to any member of the commission, staff or general public. Any person who makes such remarks, or who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct which disrupts, disturbs or otherwise impedes the orderly conduct of the commission meeting shall, at the discretion of the chair of the commission or a majority of the commission, be barred from further audience before commission during that meeting.
- (d) *Personal interest.* No commissioner disqualified from participation under state or local law shall remain at the commission dais during the debate or vote on such matter. The commissioner shall publicly state the grounds for disqualification on the record and, upon acceptance by the chair of the commission, leave the dais during the debate or vote on the issue.
- (e) *Limitations on debate.* No commissioner shall be allowed to speak more than once upon any one subject until every commissioner choosing to speak has spoken. Merely asking a question, or making a suggestion, is not considered speaking.
- (f) *Dissents and protests.* Any commissioner shall have the right to express dissent from, or protest to, any action of the commission and request that the reason be entered into the minutes.
- (g) *Procedures in absence of rules.* In the absence of a rule to govern a point or procedure, Robert's Rules of Order shall govern.
- (Ord. No. 1648, § 3, 12-7-2015)

Secs. 2-406—2-425. Reserved.

PLANNING AND PRESERVATION COMMISSION

Sec. 62-26. Established.

A planning commission for the city is established pursuant to Government Code § 65101 and shall be known as the planning and preservation commission. All references in this Code to the "planning commission" or "city planning commission" shall be to the planning and preservation commission. All references in ch. 106, art. VI, div. 14, of this Code to the "commission" shall be to the planning and preservation commission.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-27. Composition and appointment of members.

The planning and preservation commission shall be composed of five members, each with full participation and voting rights. Such members shall be registered voters and city residents. Each member shall be appointed by a different appointing councilperson, with such appointment to be ratified by the city council.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-28. Compensation.

The council shall fix the amount of compensation, if any, to be paid to the members of the planning and preservation commission.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-29. Officers.

The members shall organize the planning and preservation commission and shall elect a chair and vice-chair. In the absence of the chair and vice-chair, any other member shall call the commission to order, whereupon a chair shall be elected from the members present to preside for that meeting. The community development director shall serve as secretary.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-30. Meetings generally.

The members of the planning and preservation commission shall meet once each month, at such time and place as may be fixed by resolution, and may hold such other meetings as from time to time may be called in the form and manner required by law.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-31. Absence from meetings.

(a) Absence from three consecutive regular meetings of the planning and preservation commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-32. Quorum.

Three members of the planning and preservation commission shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time for want of a quorum and until a quorum can be obtained.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-33. Rules and regulations.

The planning and preservation commission may make and alter rules and regulations for its organization and procedure consistent with state laws and this article and other city ordinances.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-34. Records and reports.

The planning and preservation commission shall keep an accurate record of all its proceedings and transactions. The commission shall also, upon demand of the council, make other investigations and reports upon subjects within its jurisdiction.

(Ord. No. 1586, § 1, 3-16-2009)

Sec. 62-35. Powers and duties.

The planning and preservation commission shall have the powers and shall perform the duties prescribed by the city council and by state law for planning commissions established pursuant to Government Code § 65101.

In addition, for purposes of ch. 106, art. VI, div. 14, of this Code, the duties of the planning and preservation commission shall include the following:

(1) Initiating studies, investigations and surveys and making recommendations to the city council relative to the designation, selection, establishment, maintenance, management, and control of historic resources and the preservation thereof.

(2) Upon request of the city council, making other investigations, reports, and recommendations upon subjects related to the implementation of the historic preservation element of the general plan and ch. 106, art. VI, div. 14, of this Code, or other matters related to the city's historic preservation program referred to it by the city council.

(Ord. No. 1586, § 1, 3-16-2009)

THE CITY OF SAN FERNANDO

CITY COUNCIL

MAYOR
CELESTE T. RODRIGUEZ

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER
MARY SOLORIO

UNSCHEDULED VACANCY NOTICE

City of San Fernando Planning and Preservation Commission

The San Fernando City Council is now accepting applications for appointment to the San Fernando Planning and Preservation Commission ("Commission") to fill one (1) unscheduled vacancy for the term of office from the date of appointment through December 2023. Members shall continue in the position beyond one year until replaced by the appointing City Councilmember or until the member resigns.

Applicants must be at least 18 years old, a registered voter and reside within the City jurisdiction. It is encouraged that applicants be involved or employed in the field of Planning and Preservation and culture or related subjects. Commissioners receive a monthly meeting attendance stipend of \$75.00.

The Planning and Preservation Commission consists of five Commission members. During the Commissions annual reorganization, Commissioners must choose one of its members to serve as Chair and another member to serve as Vice Chair; and the terms of office shall be for one year or until successors chosen. Commission meetings are held on the second Monday of each month beginning at 6:30 p.m. and held at City Hall Council Chambers, 117 Macneil Street.

Applications will be accepted from March 29, 2023 through April 12, 2023 by 5:30 p.m. Additional information or to obtain an application to apply, please contact Julia Fritz, City Clerk at (818) 898-1204 or via email at cityclerk@sfcity.org.

Dated this 29th day of March 2023
City of San Fernando, California
/s/Julia Fritz, CMC
City Clerk

cc: Kanika Kith, Director of Community Development

CITY CLERK
DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1204

WWW.SFCITY.ORG

APPLICATION TO SERVE ON A CITY COMMISSION

CLEAR FORM

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.

APPLICANT INFORMATION

NAME Sylvia Ballin		PHONE NO.
RESIDENCE ADDRESS	CITY & STATE San Fernando, CA	ZIP CODE 91340
MAILING ADDRESS <i>If different than above</i>	CITY & STATE	ZIP CODE
EMAIL ADDRESS <i>Business or personal to be used for Commission activity</i>		
EMPLOYER Retired	POSITION	
BUSINESS ADDRESS	CITY & STATE	ZIP CODE
BUSINESS PHONE		
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? <i>If yes, please list the address(es)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? <i>If yes, please state the name and nature of the business</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

MEMBER COMMITMENT

I am willing to fulfill all requirements of a City Commissioner, including but not limited to:

- As Planning and Preservation Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and 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.

APPLICANT SIGNATURE Sylvia Ballin	DATE 4/3/2023
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APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICATION CHOICE(S) *Please indicate which Commission you are interested in*

☐ **EDUCATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Education Commission?

☐ **PARKS, WELLNESS, AND RECREATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?

☒ **PLANNING AND PRESERVATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Planning and Preservation Commission?

Recommend to the city council proposed zone amendments and development proposals including on the general and specific plans. The Planning Commission also recommends the city's tree master plan.

☐ **TRANSPORTATION AND SAFETY COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Transportation and Safety Commission?

PLEASE ATTACH AND SUBMIT A BRIEF BIO STATEMENT TO THIS APPLICATION

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Councilmember Joel Fajardo

Date: April 17, 2023

Subject: Consideration and Discussion Regarding City Commissioners and Related Matters

RECOMMENDATION:

I have placed this item on the agenda for City Council discussion to provide staff with direction.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the April 17, 2023 City Council Meeting.

BUDGET IMPACT:

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

ATTACHMENT:

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 Joel Fajardo	TITLE Councilmember
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ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*
 Discussion of City Commissioners

PRIORITIES <i>Is this included in the current FY priorities?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BUDGET <i>Is this a budgeted item?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FISCAL IMPACT <i>Is there a fiscal impact? If yes, indicate amount.</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No \$ TBD
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BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

This is to discuss matters regarding City commissioners, inclusive of the following:

- (1) Understanding the public notice requirements for open commission positions, and providing staff with direction to conform with said requirements;
- (2) Understanding how a Councilmember's retirement from the City Council impacts the tenure of his/her/their commissioners, and providing staff with the direction to clarify the process;
- (3) Clarifying the process for removal of commissioners;
- (4) Amending the commissioner application to include a field for individuals applying to represent San Fernando at the Vector Control Board or Metro;
- (5) Amending the commissioner application to disclose if a Councilmember is related to a proposed commissioner;
- (6) Increasing commissioner stipends by \$25.00 per meeting beginning the 2023-2024 fiscal year; and
- (7) Any other matters related to commissioners.

ATTACHMENTS *Do you have any attachments to include?*

☒ Yes ☐ No

RECOMMENDATION *Indicate the direction you are recommending.*

It is recommended for the City Council to provide staff with direction.

APPLICATION TO SERVE ON A CITY COMMISSION

This is a public document. To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.

APPLICANT INFORMATION

NAME		PHONE NO.	
RESIDENCE ADDRESS	CITY & STATE	ZIP CODE	
MAILING ADDRESS <i>If different than above</i>	CITY & STATE	ZIP CODE	
EMAIL ADDRESS <i>Business or personal to be used for Commission activity</i>			
EMPLOYER	POSITION		
BUSINESS ADDRESS	CITY & STATE	ZIP CODE	
BUSINESS PHONE			
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? <i>If yes, please list the address(es)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO			
DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? <i>If yes, please state the name and nature of the business</i> <input type="checkbox"/> YES <input type="checkbox"/> NO			

MEMBER COMMITMENT

I am willing to fulfill all requirements of a City Commissioner, including but not limited to:

- As a City Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and 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 biography/statement to this application.

I agree to all requirements mentioned above and have provided all correct and truthful information in this application.

APPLICANT SIGNATURE	DATE
---------------------	------

APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICATION CHOICE(S) *Please indicate which Commission you are interested in*

☐ **EDUCATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Education Commission?

☐ **PARKS, WELLNESS, AND RECREATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?

☐ **PLANNING AND PRESERVATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Planning and Preservation Commission?

☐ **TRANSPORTATION AND SAFETY COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Transportation and Safety Commission?

PLEASE ATTACH AND SUBMIT A BRIEF BIO STATEMENT TO THIS APPLICATION

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AGENDA REPORT

To: Vice Mayor Mary Mendoza and Councilmembers

From: Mayor Celeste T. Rodriguez

Date: April 17, 2023

Subject: Consideration and Discussion Regarding the Diversity, Equity and Inclusion Ad Hoc Committee

RECOMMENDATION:

I have placed this item on the agenda for City Council discussion to provide staff with direction.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the April 17, 2023 City Council Meeting.

STAFF NOTE: In response to the multiple public comments regarding raising the Christian Flag at City Hall received on March 20, 2023, City Council referred a review of a possible policy regarding flags at City Hall to the DEI Ad Hoc. Staff will present possible next steps regarding a flag policy as part of this discussion.

BUDGET IMPACT:

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

ATTACHMENT:

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

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.*

Discussion Regarding the DEI Ad Hoc

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.*

ATTACHMENTS *Do you have any attachments to include?*

☒ Yes ☐ No

RECOMMENDATION *Indicate the direction you are recommending.*

Discuss the DEI Ad Hoc composition and scope of work.



CITY COUNCIL AD HOC & STANDING COMMITTEES

As of City Council, 01-17-2023

AD HOC NAME		CITY COUNCIL MEMBERS	SCOPE	STRATEGIC GOAL SUPPORTED
10/17/22	Diversity, Equity, & Inclusion <u>Responsible Staff:</u> Administration City Clerk <u>Meeting Frequency:</u> To Be Determined	Mendoza Rodriguez	Review information and develop recommendations to City Council related to preparation of a statement on City's position on diversity, equity and inclusion, review of the City's policies and practices, and assist with developing related policies and guidelines, as necessary; and make related recommendations to City Council. <i>(Recommend review during City Council re-org each year to determine necessity to extend)</i>	Focus on Community First

Note: Definition of public meetings includes leveraging existing public meetings, such as Commission meetings, Measure A/SF Town Hall, Neighborhood Watch, Community Academy or any other regularly scheduled public meetings; and interim progress reports to be provided by the Ad hoc committee Councilmembers

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AGENDA REPORT

To: Vice Mayor Mary Mendoza and Councilmembers

From: Mayor Celeste T. Rodriguez and Councilmember Mary Solorio

Date: April 17, 2023

Subject: Consideration and Discussion Regarding Establishing a Food Security Ad Hoc Committee

RECOMMENDATION:

We have placed this item on the agenda for City Council discussion to provide staff with direction.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the April 17, 2023 City Council Meeting.

BUDGET IMPACT:

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

ATTACHMENT:

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

Mary Solorio & Celeste Rodriguez

TITLE

Councilwoman & Mayor

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Consideration to Establish a Food Security Ad Hoc

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.*

During the Pandemic the City of San Fernando established a food program to address the needs of the city residents. Recognizing that food security may have been a challenge before the pandemic and may persist for households today, it is recommended that the city establish a Food Security Ad Hoc.

This Ad Hoc will have a specific and time-limited scope to gather information on the need of the community and resources currently available, as well as provide recommendations to the City Council regarding opportunities to expand healthy food access.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☒ No

RECOMMENDATION *Indicate the direction you are recommending.*

Recommendation to establish a Food Security Ad Hoc.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Councilmember Mary Solorio

Date: April 17, 2023

Subject: Update on the Feasibility of Providing Translation Services for City Council and All Commission Meetings

RECOMMENDATION:

I have placed this item on the agenda for City Council to receive an update from staff with direction.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the April 17, 2023 City Council Meeting.

BUDGET IMPACT:

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

ATTACHMENT:

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

Mary Solorio

TITLE

Councilwoman

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Update on the feasibility of providing translation services for every commission meeting and City Council meeting

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.*

The City of San Fernando represents a predominantly Latino/Spanish-speaking population. Mono-lingual Spanish speakers face the challenge of even feeling like they are a part of the community due to the lack of translated resources. The community is making good progress on adding more Spanish resources, the addition of a simultaneous translator for council meetings is a great way to invite the Latino community to the conversation and demonstrate that their voices are valued by the council and community. To welcome mono-lingual Spanish speakers into conversations about local government and the community, it is imperative that the City Council motion continue the conversation about the cost/feasibility of translations of official City Council meetings.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☒ No

RECOMMENDATION *Indicate the direction you are recommending.*

Recommendation to provide update on the feasibility of translation services.